

April 12, 2006

**TO PROVIDERS OF RFP #06-001-35, BANKING SERVICES**

Shelby County Government is soliciting proposals for the provision of banking services for the Shelby County Trustee's Office. The RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to Online Services and click on "Purchasing Bids" to locate the above-described RFP. If you do not have access to the Internet and require us to send you a hard copy of the RFP, please call us at (901) 545-4360 to request a copy.

**The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Respondents requesting additional information or clarification are to contact:**

**Tina Walker, CTP  
Director of Banking  
P. O. Box 2751  
Memphis, TN 38101-2751  
Phone 901-545-3376  
twalker@shelbycountytrustee.com**

Proposals must be received in the office of the Administrator of Purchasing no later than 4:00 p.m. on Thursday, June 15, 2006. Proposals should be addressed to:

**Phyllis Shrader, CPPO, CPPB  
Shelby County Government  
160 N. Main, Rm. 550  
Memphis, TN 38103**

The package containing the original and six (6) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL – BANKING SERVICES, RFP# 06-001-35" noted on the outside.

Sincerely,

Signed Original on File

Phyllis Shrader, CPPO, CPPB  
Shelby County Government Purchasing

ps

cc: Tina Walker, Trustee's Office

BOB PATTERSON  
SHELBY COUNTY TRUSTEE

BANKING SERVICES  
RFP 06-001-35



# Banking Services

RFP 06-001-35

## Table of Contents

SECTION I:	INTRODUCTION
SECTION II:	MINIMUM PROPOSER REQUIREMENTS
SECTION III:	CORRESPONDENCE
SECTION IV:	PROPOSAL SUBMISSION DEADLINE
SECTION V:	PROPOSAL TIMELINE
SECTION VI:	PROPOSAL CONDITIONS
	<ul style="list-style-type: none"> <li>A. Contingencies</li> <li>B. Modifications</li> <li>C. Proposal Submission</li> <li>D. Incurred Costs</li> <li>E. Final Authority</li> </ul>
SECTION VII:	GENERAL REQUIREMENTS
	<ul style="list-style-type: none"> <li>A. Scope of Contract</li> <li>B. Overview of Banking Activity</li> </ul>
SECTION VIII:	GENERAL BANKING SERVICES
	<ul style="list-style-type: none"> <li>A. Deposits <ul style="list-style-type: none"> <li>Funds Availability</li> <li>Deposits &amp; Currency Processing</li> <li>Certificates of Deposits</li> <li>Return Item Processing</li> <li>Account Structure</li> <li>Account Reconciliation</li> <li>Image Exchange ANSI X9.37</li> <li>Remote Capture of Checks</li> <li>Collateral</li> </ul> </li> <li>B. Disbursements <ul style="list-style-type: none"> <li>Controlled Disbursements</li> <li>Reverse Positive Pay &amp; Positive Pay</li> <li>Account Reconciliation</li> <li>Checks</li> <li>Overdrafts</li> <li>Stop Payments</li> <li>Wire Transfers</li> </ul> </li> </ul>

- Intra-bank Transfers
- C. Automatic Overnight Investments
- D. ACH & E-Commerce
  - ACH Direct Deposit
  - Other ACH File Transmissions
- E. Pay Cards
- F. Account Analysis
- G. Information Reporting
  - Online Reporting
  - Offline Reporting
  - Technical Capabilities

SECTION IX: CUSTODIAL SERVICES

- A. Custody Accounts
- B. Procedures
- C. Reporting

SECTION X: PRICING

SECTION XI: NETWORK / SYSTEM SECURITY

- A. System & Data Integrity
- B. System Availability
- C. Disaster Recovery and Business Continuity
- D. System Audit

SECTION XII: ORGANIZATION & EXPERIENCE

SECTION XIII: MISCELLANEOUS

- A. Conversion (if necessary)
- B. Bank Supplies
- C. Kiosks
- D. Tax Collections at Branch Facilities

SECTION XIV: PROPOSAL FOR ADDITIONAL SERVICES

SECTION XV: CERTIFICATION OF BID

SECTION XVI: CONTRACT REQUIREMENTS

- A. General Requirements
- B. Indemnification and Insurance Requirements
- C. Right to Monitor and Audit

SECTION XVII: PROPOSAL SUBMISSION

- A. General
- B. Proposal Presentation
- C. Proposal Format

SECTION XVIII: PROPOSAL EVALUATION AND SELECTION

- A. Evaluation Process
- B. Selection
- C. Contract Award

SECTION XIX: ATTACHMENTS

- A. Proposal for Additional Services
- B. Certification of Bid
- C. Additional Pricing Requirements
- D. Earnings Credit Rate & Overnight Investment Rate
- E. Admission Requirements for State Collateral Pool
- F. Average Balances
- G. Positive Pay Summary
- H. Conversion Guide

## **SECTION I: INTRODUCTION**

The Shelby County Trustee acting as the banking agent on the behalf of Shelby County Government (“the County”), is seeking bids from qualified Federal Reserve member banks or State of Tennessee chartered banks to provide general banking services for a four (4) year term. Expediting cash flows using integrated electronic banking services for optimum cash management is the major focus of county banking activity. **This RFP #0600135** is intended to cover the operating bank accounts for Shelby County Government and Shelby County Schools as well as the elected officials who wish to participate.

This Request for Proposal (“RFP”) is being released to invite interested and qualified banks to prepare and submit proposals in accordance with instructions provided where one successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the services outlined in this RFP. The intent of this RFP is to select one banking institution to provide a wide range of financial services to the County. However, the County may also elect to award an agreement to separate bidders of custodial services. Finally, in this RFP, the terms Proposer, Consultant, and Bank are used interchangeably unless the context indicates otherwise.

Note: Short-term investments (maturities less than two years) will continue to be placed by a competitive process separate from the services requested in this bid.

## SECTION II:           MINIMUM PROPOSER REQUIREMENTS

The following is a list of minimum requirements the Bank must meet or exceed in order for the County to accept the bid as responsive. **The Bank's proposal must contain a written response as to the Bank's ability to meet each of the following mandatory requirements.** If the Bank does not meet or exceed the following, the bid will be considered non-responsive and will not be evaluated.

1. The Bank must be a Federal or State of Tennessee chartered bank with depository facilities located within Shelby County.
2. The Bank must be an authorized state depository as designated in Tennessee Code Annotated § 9-4-107.
3. The Bank must be a direct participant and an originator in the Automated Clearing House Network. The Bank must conform to the Uniform Commercial Code Article 4A (UCC4A) rules.
4. The Bank must agree that it will not engage in any discrimination on the basis of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, in its dealings with the County, the County's employees, or in its dealings with Bank's employees.
5. The County will hold all securities in third-party safekeeping; all custodial systems and records must reflect that securities and cash held by the bank (as custodian for the County) are held in the name of the Shelby County Trustee for the County.
6. The Bank must provide a disaster recovery plan that will provide for continuous delivery of services under the contract.
7. The Bank must confirm in writing its membership in the Tennessee Bank Collateral Pool and if selected, the bank must remain an active member during the entire contract period.
8. The Bank must abide by the Tennessee Code Annotated § 5-8-201 as amended, regarding collateralization of county deposits.
9. The Bank agrees that the following will **not** be included in the contract: a contract provision setting out a promise by the County to hold harmless or indemnify the Bank for any liability arising from the contractual relationship; a contract provision whereby the County agrees to limit the Bank's liability to the County or to limit the legal remedies otherwise available to the County; a contractual provision requiring the County to agree to pay liquidated damages or a contract provision requiring the County to pay attorney's fees



- to the Bank in the event of any litigation between the County and the Bank.
10. The Bank agrees that the following will be included in the contract: a provision holding the County harmless for any claims of damages by third parties.
  11. The Bank must abide by Tennessee Code Annotated § 5-8-301 as amended, regarding sweep account investments.
  12. The Bank must be able to provide the following information in an electronic format: a daily bank statement, check/warrant files, Federal Reserve Shadow file for controlled disbursements, information related to debit /credit memos, chargebacks, information pertinent to meeting deadlines related to investing, cash management, reverse positive pay functions and wire transfer services.
  13. The Bank must provide for one central account manager and backup personnel that can be assigned to quickly and efficiently handle critical problems with County accounts.
  14. The Bank must be an on-line Fed wire member.
  15. The Bank must provide Internet-based software for on-line wire transmissions and expedited funds transfers.
  16. The Bank must provide a monthly analysis statement to the County by the tenth day of each month containing both a summary along with individual account details describing the prior month's banking charges in an Excel spreadsheet. Note: BAI and EDI (ASC 822) formats cannot be used.
  17. The Bank must provide monthly account statements to the County by the tenth day of each month reflecting the prior month's banking activities.

### **SECTION III. CORRESPONDENCE**

**All correspondence, including proposals, and questions concerning the RFP are to be submitted to:**

**Phyllis Shrader, CPPO, CPPB  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103  
(901) 545-4352**

**and**

**Tina Walker, CTP - Director of Banking  
Shelby County Trustee  
160 N. Main St. Suite 200  
Memphis, TN 38103  
(901) 545-3361  
[twalker@shelbycountytrustee.com](mailto:twalker@shelbycountytrustee.com)**

Upon release of this RFP, all communications must be submitted in writing to the Director of Banking and the purchasing agent listed above. Any oral communications shall be unofficial and non-binding on the County. Written questions and requests for clarification must cite the RFP Number of the subject RFP. The Director of Banking and the purchasing agent must receive these written requests by the deadline specified in the Proposal Timeline in Section V.

Any communication regarding this RFP sent by facsimile transmission or email must also be sent by United States mail on the same date.

The Banking Director and/or the purchasing agent shall respond to written questions and requests for clarification in writing. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to questions and requests for clarification. The Banking Director and/or the purchasing agent shall mail copies of its written responses to questions and requests for clarification to all participating vendors in this RFP process. Such responses shall be deemed to be amendments to the RFP.

#### **SECTION IV. PROPOSAL SUBMISSION DEADLINE**

All proposals must be received at the address listed above **no later than 4:00 pm on Thursday, June 15, 2006**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

#### **SECTION V. PROPOSAL TIMELINE**

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

April 13, 2006	Request for Proposals Released
April 26, 2006	Pre-Bid conference held in the Trustee's Office at 160 North Main St., 3 <sup>rd</sup> Floor Conference Room at 2:30 p.m.
May 5, 2006	Deadline for submitting questions for clarification
May 12, 2006	Responses to questions distributed to vendors
June 15, 2006	Proposals due by 4:00 p.m.
To be announced	Award pending County Commission Approval Implementation to Follow

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

## **SECTION VI. PROPOSAL CONDITIONS**

### **A. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

### **B. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

### **D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and the Proposer agrees that all costs incurred in developing this RFP are the Proposer's responsibility.

### **E. Final Authority**

The final authority to award a contract rests solely with the Shelby County Board of Commissioners.

## **SECTION VII. GENERAL REQUIREMENTS**

### **A. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified Bank selected through a competitive process that will work well with the County's personnel in the performance of the services in a manner that is cost-effective and practical. The Bank must be prepared to begin immediately upon receipt of a Notice to Proceed. The term of the Contract for the Services shall be a period of four (4) years with an option to renew for two (2) additional one-year terms, renewable July 1 of each year. The County Commission may cancel the agreement resulting from this proposal for just cause upon sixty (60) days written notice prior to the effective date of the cancellation.

### **B. Overview of Banking Activity**

Shelby County was established in 1819 and covers 783 square miles in southwest Tennessee. The County is managed by a mayor-commission form of government under a Home Rule Charter that went into effect on September 1, 1986. The Mayor is elected to a four (4) year term. He is the County's chief executive officer and oversees seven divisions: 1) Administration and Finance 2) Community Services 3) Corrections 4) Health Services 5) Personnel 6) Planning and Development and 7) Public Works. Each division is headed by a director appointed by the Mayor and confirmed by the Board of County Commissioners.

The Board of County Commissioners is the legislative branch of the County. Their duties include, to mention only a few, adopting an annual budget, setting the property tax rate, approving appointments, passing ordinances, adopting rules, procedures, and regulations for county purchases and approving contracts of more than \$50,000.

In addition, the citizens of Shelby County elect persons to fill the following State Constitutional offices that do not fall under the authority of the Mayor:

- Chancery Court Clerk
- Circuit Court Clerk
- Criminal Court Clerk
- General Sessions Court Clerk
- Probate Court Clerk
- Juvenile Court Clerk
- Sheriff
- County Clerk
- Register
- Trustee
  
- Assessor

The County has approximately twelve (12) Zero Balance Accounts and fifteen (15) Demand Deposit Accounts that are composed of balances held for other county entities. All balances held for general government and elected officials are "pooled" to provide volume discounts. By law, each elected official can choose his/her banking institution. However, the Trustee, as banker for the County, ultimately maintains one "concentration account" which funds multiple controlled disbursement warrant accounts. Warrants (disbursements) from forty-five (45) separate controlled disbursement accounts are funded from the master concentration account upon physical presentment. By definition, warrants are not negotiable instruments. Further, the Shelby County Trustee, who is by law charged with the accounting and disbursing responsibility related to county funds, holds the General Government and the County Schools' operating accounts. Total County deposits exceed \$4 billion. Unless otherwise specified, elected officials desire the same services as outlined in this proposal.

In addition to basic depository and disbursement functions, the Shelby County Trustee promotes an agreement cash management strategy to optimize interest earnings on account balances. Using a system of zero-balance accounts and controlled disbursement functions, excess balances can be identified daily and wired for overnight investment. Further, as the recipient of all bond proceeds and county tax revenue, the Trustee also oversees the flow the funds related to these income streams. Daily transactions (i.e. deposits, wires) may exceed \$ 500 million.

## SECTION VIII: GENERAL BANKING SERVICES

**GENERAL INSTRUCTIONS:** Respondents are required to repeat the following questions and provide a complete response in the same order as presented. A computer disk/file containing the bid along with a pricing proforma spreadsheet has been provided for the Bank's convenience. The bid was produced in Microsoft Word 2000 and is stored under the filename "2006BankRFP". The cost proposal spreadsheet was produced in Microsoft Excel 2000 and is stored under the filename of "2006Proforma". Respondents should provide a hard copy of the complete response. Please provide an appropriate reference if material is attached.

Describe the financial institution's ability to provide the following services and to what extent, if any, the service is automated. Please be specific about the level of automation, Internet banking functionality, related security, and time frames for file transmission. Also, provide information on the daily volume processed by the financial institution for all clients, where applicable.

### A. DEPOSITS

The County makes deposits throughout the day. The County currently contracts directly with a courier service to provide pick up and delivery of deposits. These deposits originate from approximately thirty (30) different County entities. Most deposits are delivered via armored courier service to the Bank's central vault or Operations Center. Other deposits may also be delivered to various branch locations. A deposit may include both cash and checks on a single deposit ticket. Validated receipts are returned to the originating County office. Some offices use locked canvas bags; others use the serial numbered plastic disposable bags. For the purposes of the RFP, the County would like to transition to using only plastic disposable bags. Night depository services are not currently being used.

The number of deposits made each month for most offices does not vary greatly; however, seasonal fluctuations may affect the number of items in deposits and the dollar amount of deposits. Such variations may be attributed to changes in collection activities regarding tax collections, due dates, delinquent dates, and mortgage company payments. (For a listing of average daily ledger balances, refer to Attachment F.)

Based on averages for the fiscal year 2004 – 2005, the County makes approximately 1225 deposits each month and the deposit items can be segregated into the following categories:

			<u>Mo Avg</u>	<u>Yr Avg</u>
1)	Local Clearing	36%	29,200	350,000
2)	"On Us"	9%	7,270	87,250
3)	Regional Check Processing	9%	7,100	84,900
4)	Other Fed Districts	40%	31,664	380,000
5)	Government	6%	<u>4,863</u>	<u>58,360</u>
	TOTAL	100%	80,097	960,510

Availability of collected funds is currently determined on the following schedule:

Coins and U. S. currency	Same day
Items drawn on the depository	Same day
Wire transfer	Same day
Intraday ACH credits to accts	Same day
ACH files transmitted by 6:00 pm	Same day
Other items	Federal Reserve Availability Schedule

Most County offices request that returned check/NSF items be automatically deposited a second time as a standard procedure. Notification should be made within 48 hours. Returned items should also be sent to the proper office within seven days. Returned items in excess of \$25,000.00 should be immediately reported to the Trustee via email.

**Please provide your response to the following questions:**

Funds Availability:

1. Can the Bank meet the availability schedule provided above? Can the bank provide a faster schedule? It is expected that when actual availability surpasses the published schedule, the expedited availability will be passed on to the Trustee.
2. Provide an availability and/or collected funds schedule as an attachment. The schedule should, at a minimum, be the availability granted by the Federal Reserve.
3. What, if any, are the time and location constraints for checks deposited to receive availability and collected status according to the schedule provided above?
4. Can the Bank provide a later deadline for large checks and can the Trustee receive same-day credit at a later deadline? Provide any time constraints or limitations that apply including limitations regarding specific branches or processing locations.
5. Will checks drawn on the Bank (either locally or regionally) receive same-day collected status? Provide any time constraints, geographic limitations, or any other limitations.
6. Will encoded deposit items affect the availability schedule or pricing? Should encoded deposits be labeled and identified separately from un-encoded deposits? Can all branches accept encoded deposits? If special instructions are necessary, please specify.
7. Does the Bank provide an analysis of float on checks deposited or a study of cash concentration to ensure funds are receiving availability according to the schedule provided above? Provide a sample of the information included in such an analysis or study and describe the possible value to the County.



8. Does the Bank offer an intra-day recap of deposit availability?
9. Do credits post before debits?
10. Specify the bank branches that can accept a deposit after 4:30 p.m. Beside each location, please indicate the closing time for that branch.
11. How is funds availability calculated (i.e. by item or by formula)?

Deposits & Currency Processing:

1. Please specify the type of deposit bags used by the bank (i.e. plastic, canvas, etc.)? How are these bags obtained? What are the fees for the bags? What documentation is required?
2. Does the Bank have any restrictions on deposit preparation for cash straps or loose coins? Please specify.
3. Does the bank require checks and currency to be on separate deposit tickets?
4. Does the bank provide cash straps and coin wrappers at no cost? If not, please specify the charges for these supplies.
5. Does the Bank have any restrictions on the requirements for depositing checks? Are there limits to batch sizes? What is the limit, if any, on the number of deposit tickets that can be included in one deposit bag?
6. Do prices differ if deposits are made at a branch versus at a central vault?
7. Will branch deposits be processed on-line, real time for automatic access by the County for wire transfer purposes? Will those deposits be visible to bank cashiers as well as the County?
8. Does the County order deposit tickets through the bank or directly from the vendor? How are charges handled?
9. Does the bank accept deposit tickets from a third-party printer? List any limitations and attach a specification sheet.
10. How many copies of each deposit ticket does the bank require?
11. Can the bank restrict the ordering of deposit tickets so that only request from the Trustee Banking Division can be processed?

12. What specific requirements does the Bank have for deposits delivered by armored car? What security is provided? What are the time constraints for same-day credit? Where is the facility located?
13. Please list the address of the branches nearest to 160 N. Main Street that can be used to make over-the-counter deposits. If you do not have a branch near 160 N. Main Street, please describe how daily deposits should be made.
14. What is the latest time of day that an over-the-counter deposit can be made at one of the branches listed in #13 above for same-day ledger credit?
15. Please provide a complete listing of all branch locations along with their hours of operation.
16. Does the bank use a third party to process deposits? If so, provide the address where the cash deposits must be delivered. Show alternate addresses if there is a choice.
17. Are there different charges for cash deposits vs. check deposits? If so, explain.
18. Identify the location to obtain the coin and currency.
19. Does the bank require notice in advance before coin and currency is picked up from a bank branch? If so, briefly discuss the notice requirements.
20. Are there any limitations or restrictions associated with providing cash and currency, such as minimum or maximum sizes of orders? Please specify.
21. Describe how coin and currency orders will be priced and the timeframe for delivery.

#### Certificate of Deposits

At various times, Shelby County Court Clerks are instructed by the court system to establish interest-bearing accounts or certificates on behalf of minor children or other designated individuals for a specific period of time. Currently, these certificates of deposit number in excess of 1,000.

1. Describe how the bank would work with various Court Clerks to open these interest-bearing accounts and any related charges associated with that particular service. Please include documentation requirements.
2. Does the bank offer a service that monitors maturities for the accounts mentioned in #1? If so, please describe the service and any related charges.

3. How are interest rates determined for the time deposits mentioned in #1?
4. Is there a person(s) designated to work with this type of time-deposit program? Please specify the contact person for this service at the bank.
5. Are penalties assessed for early withdrawal if mandated by the court? If so, please specify.
6. Can the certificates automatically be “rolled” for another term upon maturity?
7. Can the proceeds at maturity be deposited directly to a ZBA account for the court clerk?
8. Can the bank notify the clerk of the deposit amount (principal + interest)? If so, how will the notification be made?
9. Can the bank open a certificate ordered by the clerk for as little as \$ 500? Please specify the minimum amount for a certificate of deposit.
10. Please specify all charges associated with providing this type of service.

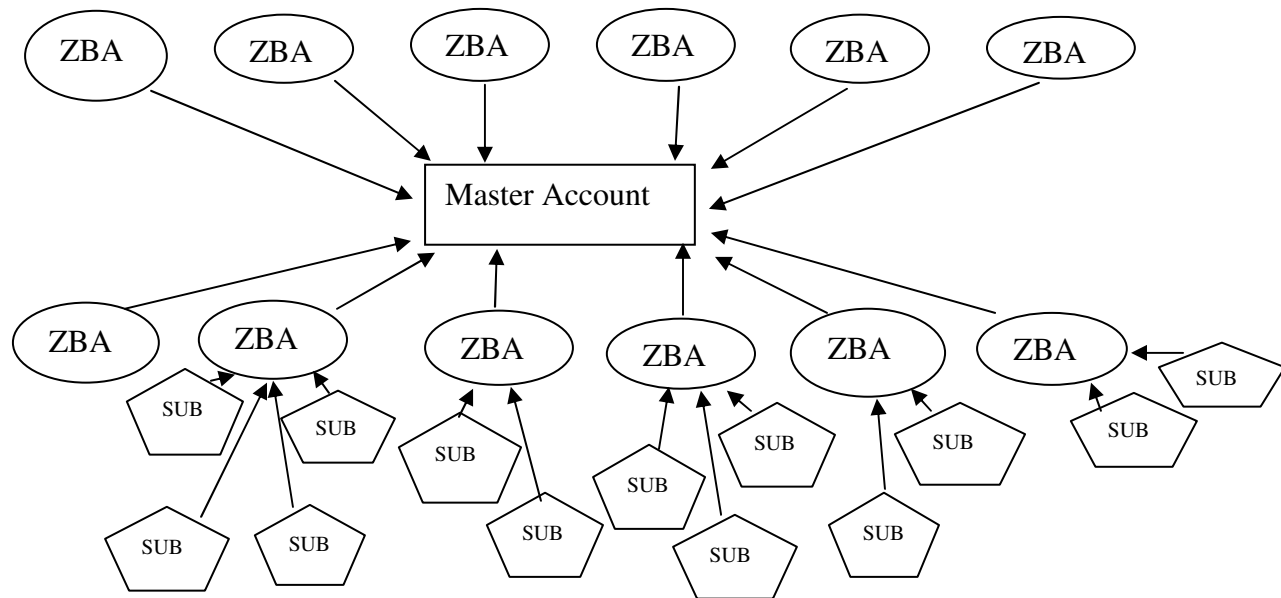
Return Item Processing:

1. What is the procedure for reporting deposit discrepancies? What documentation will the Bank provide with notice of discrepancy? Can the Bank report discrepancies within 24 hours? Within 48 hours?
2. Are debits and credits for as little as one cent made for deposit errors? At what dollar amount does the Bank write off discrepancies?
3. When counterfeit bills are discovered, what is the Bank’s notification and adjustment process?
4. How does the Bank report NSF and returned items? What time frames are involved? Describe the notification provisions for large (in excess of \$25,000.00) returned items.
5. Describe the on-line capabilities for deposit research. Are images of deposit slips on-line? Are images of the deposited checks available on line? Is it possible to retrieve an image or copy of an audit tape showing the items submitted for deposit?
6. Can the Bank automatically re-deposit returned items? If so, how many times for paper? How many times for images (from an X9.37 file)? How many times for electronic returns?

7. Can the bank provide detailed information regarding individual return items on-line?  
Via email?
8. Indicate which of the following details the bank can report:
  - a. Account #
  - b. ABA #
  - c. Check #
  - d. Deposit Date
  - e. Reason for Return
  - f. Name on Check
  - g. Total Amount of Deposit
  - h. Bag #
9. Describe the bank's capabilities to interface with third-party providers of negative databases and collection agencies.
10. What is the bank's policy on receipt of tampered bags?
11. Does the bank offer services that can automatically convert return items into ACH debits, using the RCK (return check conversion) format? Explain any limitations or restrictions, such as the number of times an automated item can be redeposited, advantages of using RCK format, and other relevant factors.
12. Describe your pricing for returned item processing services (include the fee information here and do not refer to another section of the proposal).

Account Structure:

1. Can the bank establish as many as twenty (20) zero-balance accounts for incoming deposits and credits and twenty (20) demand deposit accounts, which are pooled together for analysis purposes? Volume of activity is provided in 2006 Pricing Performa. (Note: The Trustee reserves the right to add and delete accounts without penalty.)
1. Using the following worksheet, specify the total *monthly* charge at the bank for the account structure listed below:



1 Master Account  
7 ZBA Accounts – no sub accounts  
1 ZBA has 4 sub accounts with unique sub# on deposit tickets  
1 ZBA has 3 sub accounts with unique sub# on deposit tickets  
3 ZBAs have 2 sub accounts with unique sub# on deposit tickets

Note: Disregard per item charges at this time. Using the following worksheet, specify how bank charges would be determined (i.e. analysis, recon, ZBA, etc.) to calculate the total charge for this scenario. Please indicate if the bank cannot accommodate this account structure.

## Worksheet: Costs Associated with the Deposit Account Structure

### Calculate Charge for the Master Account:

<u>Type of Charge</u>	<u>Amount</u>	<u># of Accounts</u>	<u>Total</u>
Analysis			
ZBA			
Recon			
Other:			
Total for Master Account			\$

### Calculate Charge for 7 ZBA accounts with no sub accounts:

<u>Type of Charge</u>	<u>Amount</u>	<u># of Accounts</u>	<u>Total</u>
Analysis			
ZBA			
Basic Recon			
Other:			
Total of for 7 ZBA accounts with no sub accounts			\$

### Calculate Charge for 1 ZBA with 4 sub accounts:

<u>Type of Charge</u>	<u>Amount</u>	<u># of Accounts</u>	<u>Total</u>
Analysis			
ZBA			
Sub account			
Recon			
Other:			
Total of all Components for 1 ZBA with 4 sub accounts			\$

### Calculate Charge for 1 ZBA with 3 sub accounts:

<u>Type of Charge</u>	<u>Amount</u>	<u># of Accounts</u>	<u>Total</u>
Analysis			
ZBA			
Sub account			
Recon			
Other:			
Total of all Components for 1 ZBA with 3 sub accounts			\$

**Calculate Charge for 3 ZBAs with 2 sub accounts:**

<u>Type of Charge</u>	<u>Amount</u>	<u># of Accounts</u>	<u>Total</u>
Analysis			
ZBA			
Sub account			
Recon			
Other:			
Total for 3 ZBAs with 2 sub accounts			\$

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**GRAND TOTAL CALCULATION**

Total for Master Account	\$
Total of for 7 ZBA accounts with no sub accounts	\$
Total of all Components for 1 ZBA with 4 sub accounts	\$
Total of all Components for 1 ZBA with 3 sub accounts	\$
Total for 3 ZBAs with 2 sub accounts	\$
<b>TOTAL Charge for Deposit Account Structure =</b>	<b>\$_____</b>

3. Please specify the documentation needed to establish the account structure described in #2.
4. How many sub-accounts can be tied to a main account? Describe any limitations or potential problem areas.
5. Please describe the monthly charges incurred for a single DDA account (disregard per item charges at this time).
6. Please specify the documentation needed to establish a single DDA account.
7. Please describe the monthly charges incurred for a single SAVINGS account (disregard per item charges at this time). Specify any restrictions (i.e. # of withdrawals) on such account.
8. Please specify the documentation needed to establish a single SAVINGS account.
9. Does the bank offer other types of public funds depository accounts? If so, please describe the advantages, the limitations, the charges, and the required documentation for such accounts.

#### ACCOUNT RECONCILIATION

1. Does the bank offer deposit reconciliation services? If so, describe how the service works in general and how the County can use it. Please provide unit costs/charges associated with deposit reconciliation services in the answer to this question.
2. Describe the available output media (i.e. statement, CD, file download, etc.) associated with deposit reconciliation services. Please note that the County prefers to have a file that is not a part of an ANSI transaction set or a BAI format. Please provide unit costs for each type of output media.
  - a. Can the bank provide a text file or a Comma Delimited (CSV) file? Provide file formats and expected time frames for file availability.
  - b. Can the information be retrieved via an on-line Internet banking website?
  - c. Can the Bank provide this information on a daily basis? A monthly basis?
  - d. Can the information be provided in detail? In summary?



3. Can the bank provide duplicate paper statements or files to the County with one statement being mailed to a particular county office and the other statement being mailed to the Trustee? Is there a charge for duplicate statements? If so, please specify.
4. Please provide a sample of an account reconciliation statement containing a main account and multiple sub-accounts.
5. Within how many business days of month end can the Trustee expect to receive reconciliation?

Image Exchange ANSI X9.37

1. Does the bank currently accept from its customers an “Image Exchange” file or an “Image Cash Letter” that utilizes an ANSI X9.37 file format for check clearing purposes? If yes, how long has the service been available? If yes, how many clients presently use this service? If no, does the bank plan to offer this service in the future? If so, when?

**If the bank does not offer Image Exchange as described in #1, the remaining questions in this section may be skipped.**

2. Please give the name of the bank’s Settlement Partner(s) and indicate why the provider(s) was chosen.
3. Please describe the transmission deadlines for same day credit.
4. Please describe the transmission deadlines for next day credit.
5. Please list the file transmission methods that the bank will accept from the customer.
6. Please describe the method used to price this service. Please indicate the pricing variances for On-us items, Image Exchange items, and Check 21 items.
7. Please describe what measures are taken to ensure image quality and data integrity. Please list any items that should be excluded from the file.
8. How are rejects processed, repaired, and reported? Describe how rejects impact the processing of the entire file? Do reject thresholds (or limits) apply? If so, please describe the reject category and the threshold quantity.
9. Does the bank charge for handling a rejected image? If so, describe the pricing.

10. How long does the bank retain the X9.37 files from each customer?
11. What period of time does the bank recommend for retaining the actual paper documents (checks) used for image exchange purposes?
12. Please describe how the bank would establish and implement Image Exchange for the County based on the County's ability to successfully generate an ANSI X9.37 file. Clarify the agreements, the amount of testing, and lead time required to launch this service.
13. Please clarify any unique modifications the bank requires to the ANSI 9.37 file for check clearing purposes.
14. What software does the bank require to encrypt and transmit files? What communication protocol will be used? How will the bank provide the software to the County? Can the software be installed on multiple workstations? How does the bank price this software?

Remote Capture of Checks (ARC and Check 21):

1. Does the bank offer a remote capture service? If not, does the bank plan to offer one and when will the service be available? If the bank currently does not offer or plan to offer a remote capture service, skip the remaining questions in this section and go on to the next section.
2. Explain how the bank's remote capture service works, using diagrams and/or other visual aids that are applicable. Indicate situations where remote capture is not applicable.
3. Do business checks deposits have to be processed separately from consumer check payments?
4. Does the remote capture service allow checks to be converted to ARC (Accounts Receivable Conversion) transactions? Describe payment format options.
5. What equipment options are recommended to perform remote capture? What is the approximate cost of the equipment? Will the bank accept transmissions from other types of equipment? Explain any limitations or restrictions.
6. What type of software does the bank use to perform remote capture? If the software originates from a third-party, what is the vendor name? Please provide a list of client installations using the third-party software for remote capture.

7. What are the benefits to the County for remote capture?
8. If the bank's software and equipment are used for remote capture, can the bank provide the County with the images (along with index information) in a non-proprietary format for upload into a database (.tif or .jpg)? Please indicate if the image files are single-image files or multi-image files.
9. Describe a typical implementation of remote capture, include typical timing, testing, and one-time implementation charges.
10. If the County captures check images at various locations, how long should the actual checks be retained?
11. Describe how return items are handled.
15. Specify the timeframes associated with same-day credit.
16. Specify the timeframes associated with next-day credit.
17. Describe the pricing structure for remote capture services (include the fee information here and do not refer to another section of the proposal). Please provide two pricing descriptions – one if the bank equipment and software performs the data capture and file transmission and one if the County equipment and software is used to perform the data capture and file transmission. Please indicate if the pricing variances for On-us items, Check 21 items, and Image Exchange items.

COLLATERAL:

1. Please provide the following information:
  - a. A copy of the acknowledgment letter from the State of Tennessee Collateral Pool Board confirming the Bank's membership status.
  - b. The last three (3) Monthly Depository Reports to the Collateral Pool.
  - c. The Annual Management Certification submitted on or before 3/31/2005.
2. If the County should contract with the bank for banking services, will the bank provide a copy of the Monthly Depository Reports to the Trustee by the 15<sup>th</sup> of each month showing the month's average daily balance or the average monthly balance of public fund deposits held by the institution and its corresponding pledge level at the Pool along with copies of the Annual Management Certification as submitted by March 31<sup>st</sup> of each year?

3. Will the bank notify the County directly through written notice in the event of the following:
- a. Voluntary Withdrawal from the Pool – one hundred eighty (180) calendar days prior to actual withdrawal.
  - b. Mandatory Withdrawal as required by the Collateral Pool Board.
  - c. Suspension or Disqualification from the Pool
  - d. Cease and Desist Orders
  - e. Changes to the bank's pledging level

For additional information regarding the requirements of the Tennessee Local Government Collateral Pool, please see Attachment E.

## **B. DISBURSEMENTS (CHECKS AND WARRANTS)**

The Trustee oversees two disbursement systems -- controlled disbursement accounts and checking accounts. These accounts represent approximately 158,000 disbursements from thirty (30) separate county offices for a total of \$ 700,000,000 annually. First, please note that most county offices issue warrants on controlled disbursement accounts and these warrants are funded by the Shelby County Trustee each day. Controlled disbursement totals are provided to the Trustee by 8:00 a.m. each morning via a bank file (created from a Federal Reserve Bank file) showing each warrant amount prior to post at the bank. The controlled disbursement file is used by the Trustee for cash forecasting purposes and for Reverse Positive Pay purposes. The Reverse Positive Pay process is followed by a visual inspection of the warrants on the business day after the Shadow file from the Fed is received. With the advent of image technology, the inspection process may include a review of both the electronic images and the actual paper documents. Second, the Trustee performs Reverse Positive Pay for four DDA accounts (payroll accounts). The Reverse Positive Pay function in this instance is conducted by downloading files from the bank after the checks have posted. No visual inspection occurs on these DDA checks.

In both cases – warrants and checks – information is downloaded from the bank into Trustee databases where electronic comparisons are made on text files to identify fraudulent activity. Discrepancies and unusual transactions are identified and quickly resolved by adjusting funding to ensure that controlled disbursement balances are fully funded each day. Contact with a designated representative at the bank is key during this early morning process as decisions made during this time significantly impact investment activities. By overseeing cash management activities, the Trustee nets deposits against controlled disbursement totals to determine excess or idle balances. Once the warrants (controlled disbursements) have been funded each day, excess balances are then invested overnight (historically at the Local Government Investment Pool in Nashville).

For annualized volumes on both CDA and payroll accounts, please see Attachment G.

### **Please provide your response to the following questions:**

#### Controlled Disbursements

1. Can the Bank establish up to seventy-five (75) controlled disbursement accounts to clear warrants and to be funded from the Trustee's concentration account? Please provide the following information:
  - a. A detailed explanation of controlled disbursements and how the Bank provides this service. Indicate the time frames for which information will be available to the Trustee each morning. How and when can physical presentment be made?
  - b. Branch location and/or ABA number used to facilitate controlled disbursements. Describe geographical options and any perceived benefits of each location.

- c. Advantages and disadvantages of using controlled disbursement accounts. How is information passed to the customer? Do totals include rejected/damaged items?
  - d. Describe the Federal Reserve's daily second presentment process. What percentage of items and dollars are received at the first presentment?
  - e. What is the cutoff time for second presentment?
- 2. How will the customer be notified if the daily notification will be delayed?
- 3. How often was detail information delayed or unavailable the same day during the previous quarter?
- 4. Describe how controlled disbursement accounts are funded. Can disbursements be funded over the Internet by:
  - a. On-line, real-time electronic book entry initiated by the County?
  - b. ACH for nightly posting?
  - c. Wire?
- 5. What is the cut-off time for funding the controlled disbursement presentment total?
- 6. Can third-party ACH debits be charged to controlled disbursement accounts? Can the bank block the posting of ACH debits?
- 7. Are illegible serial numbers repaired for all controlled disbursement checks? If no, are illegible serial numbers repaired as part of the Account Reconciliation process?
- 8. Discuss the bank's policies and procedures for processing stale-dated items.
- 9. Controlled Disbursement accounts are opened by the Shelby County Trustee as banking agent. The name on the account will read: Bob Patterson, Shelby County Trustee for \_\_\_\_\_ (County Office / Account Name) \_\_\_\_\_. The official signers for the account will be the Trustee, the Chief Administrative Officer, and the Assistant Chief Administrative Officer. However, the Trustee accepts information from each County Office regarding people who are authorized to sign warrants or controlled disbursements. Each County Office furnishes the Trustee with a list of signatures from the designated signers. In this regard, please specify how the Bank would like to be notified of these authorized signers and any revisions to the signer list.

10. Describe pricing for controlled disbursements (include the fee information here and do not refer to another section of the proposal). Show all the costs associated with having 1 controlled disbursement account; include costs associated with account maintenance, analysis, recon, reverse positive pay, etc.). Please use the formula below:

Costs associated with 1 Controlled Disbursement Account (monthly):

Account Analysis	= \$
CDA	= \$
Recon Output	= \$
Recon Maintenance	= \$
Other:	= \$
<b>TOTAL</b>	<b>= \$</b>

Shadow File Costs (Fed File)

What is the cost for receiving a Shadow File each day?

What is the cost for receiving a Shadow File monthly?

Miscellaneous Costs:

Please specify all other costs and indicate if the charge is assessed daily or monthly.

11. Describe any cash management alternative compatible with the Trustee's warrant funding and presentment process.
12. Describe any new or planned improvements for controlled disbursement service.
13. Can ACH debits and/or credits be initiated to or from disbursement accounts?
14. Can the bank provide physical delivery of controlled disbursement items presented in the Shadow File? If so, can the warrants be delivered on the next business day? Weekly? How will the bank provide delivery (i.e. special courier)? Describe the pricing associated with this service.
15. Can the bank provide images of warrants presented in the Shadow File? If so, can the images be provided daily? Weekly? Monthly? Can the bank provide the images in a non-proprietary format with index information? Please indicate if these image files contain a single image or multiple images. Describe the pricing associated with this service.
16. Discuss the impact of the bank's participation in electronic check clearing services (i.e. Image Exchange, Check 21) on controlled disbursement processes.

### Reverse Positive Pay & Positive Pay:

As mentioned in the section overview above, the Trustee performs Reverse Positive Pay functions as follows:

- ❑ The daily shadow file from the Fed (via the bank) is available by 8:00 a.m. each morning. The daily shadow file containing controlled disbursement items is compared to the issue file using a series of ACCESS queries that detect variances in checks numbers and check amounts.
  - ❑ If discrepancies are detected, they are reported to a designated contact person in each county office. Written approval must be obtained from the appropriate county office in order to pay the item. All approvals must be made to the Trustee before 12:00 noon to avoid returning the item.
  - ❑ Discrepancies are currently identified to the Bank using the Bank's online treasury services software—all images are reported to the Trustee as "exceptions" and the Trustee simply checks the box for an item that needs to be returned.
  - ❑ The Trustee funds the controlled disbursement accounts each day based on the totals from the Shadow File.
  - ❑ On the following business day, the Bank delivers the actual paper warrants to the Trustee.
  - ❑ The Trustee captures the MICR information from the encoded warrants and generates a "paid" file. The paid file is compared electronically (using a series of ACCESS queries) to the shadow file from the previous day to ensure that the items that have been funded (or paid for) have actually been presented to the Trustee for payment
  - ❑ Further, a visual inspection is made of each warrant to ensure that no fraudulent items (i.e. altered payee) have been presented. Encoding errors are also identified and resolved at this time.
  - ❑ If fraudulent items are detected from the actual paper documents, the actual warrants are returned to the bank by 12:00 noon.
1. Given the information listed above, please describe the Bank's best process for assisting the Trustee with Reverse Positive Pay. Please consider the following:
- ❑ Reducing the existing process to a one-day process instead of two days
  - ❑ Clearing totals are needed by 8:00 a.m.
  - ❑ Payee Information is needed
  - ❑ Inspections will not be made for endorsements
  - ❑ Deadlines for return items
  - ❑ Images of the warrants will be needed in a non-proprietary format (.tff or .jpg) along with the index information in order to update Trustee databases.
  - ❑ The County will verify the issuance of warrants / checks / controlled disbursements associated with its Reverse Positive Pay process. The



verification process will include the account number, the check number, the amount, and the payee (to the extent that the Bank can provide the information for verification).

- The County will not verify endorsements on the items presented for payment each day through its Reverse Positive Pay process. As the banking industry controls the transaction of business related to negotiable instruments, the Bank will agree that the County cannot be held liable or responsible for the detection of forged endorsements nor for any losses incurred or caused by forged endorsements.
2. Apart from #1, can the bank provide a “shadow” file containing of all the controlled disbursement items presented for payment on the previous day?
    - a. If so, at what is the earliest time the information will be available?
    - b. Can it be provided in a text file?
    - c. Provide all necessary formats, time frames and software needed.
    - d. Can the file be provided by 8:00 a.m. each business day? If not, please specify the time that the file can be delivered to the County.
  3. Can the Bank provide immediate information requested on suspicious items? (i.e., missing check numbers, encoding errors, amount discrepancies.)
    - a. Can the bank retrieve the suspicious item on short notice? How much notice would be required?
    - b. How will the Bank notify the Trustee of debit memos, stop payments, adjustments, and encoding errors on controlled disbursement items?
  4. Describe how the Bank can accommodate the County’s desire to perform a visual inspection of the warrants either electronically or manually? Can that visual inspection occur on the same day that the Shadow File is presented? Can it occur on the business day following the presentment of the Shadow File?
  5. How much time will be allowed for visual inspection upon receipt of warrants/checks daily?
  6. Are items available for review by digital imaging via online Internet access at this time? If yes, will the bank provide the County with access to the front and back of checks? Are plans in the future for this service? If so, when? Are they available on a website?
  7. Describe procedures for reporting a disputed or fraudulent item? Provide contact names, telephone number, fax number, and time frames.

8. Describe how the County would notify the bank for the following:
  - a. Return of item on the Shadow file
  - b. Return of item on the Paid Check file (i.e. payroll DDA account)
  - c. Return of item after visual inspection
9. Does the bank offer payee match or can the bank offer payee match to the Trustee as part of its positive pay service? If yes, describe the service.
  - a. Is the payee information included in the controlled disbursement file each morning or is the information transmitted in a second file? Please indicate the timeframe for payee file presentment.
  - b. If the bank does not offer payee match as part of its positive pay service, please discuss any plans to offer this service and a projected timetable.
10. Explain how the liability for check fraud is affected by using reverse positive pay services.
11. Explain how the Bank will transfer liability to the bank of first deposit for a forged endorsement in order to indemnify the County.
12. Does the County have to select full reconciliation services to obtain reverse positive pay services? Explain any requirements.
13. Can the Bank provide (reverse) positive pay services for payroll accounts? Explain any limitations.
14. Describe pricing for reverse positive pay services (include the fee information here and do not refer to another section of the proposal).

Account Reconciliation:

1. Does the bank offer reconciliation services for controlled disbursement accounts? If so, describe how the service works in general and how the County can use it. Please provide unit costs/charges associated with the reconciliation services.
2. Describe the available output media (i.e. statement, CD, file download, etc.) associated with check/warrant reconciliation services. Please note that the County prefers to have a file that is not a part of an ANSI transaction set or a BAI format. Please provide unit costs for each type of output media.

- a. Can the bank provide a text file or a comma delimited (CSV) file for paid items? Provide file formats and expected time frames for file availability.
  - b. Can the information be retrieved via an on-line Internet banking website?
  - c. Can the Bank provide this information on a daily basis? A monthly basis?
  - d. Can the information be provided in detail? In summary?
3. Can the bank provide duplicate paper statements to the County with one statement being mailed to a particular county office and the other statement being mailed to the Trustee? Is there a charge for duplicate statements? If so, please specify.
4. Please provide a sample of a reconciliation statement for a controlled disbursement account.
5. Within how many business days of month end can the Trustee expect to receive reconciliation statement?
6. Can the bank provide an analysis of check clearing times as part of the account reconciliation services? If so, describe any limitations and restrictions and attach a sample report if available.
7. Can copies of checks or images of checks be requested online and, if so, how are they delivered (i.e. fax, Internet, etc.)?
8. What is the turnaround time to receive the following:
  - a. A copy or image of a check?
  - b. The original check (if stored on-site)?
  - c. The original check (if truncated and stored off-site)?
9. If check truncation is used, how long do you retain the physical checks? After what period of time are they stored off-site? How long are bank copies retained?

Checks:

1. With regard to checking accounts, can checks be returned with the bank statement each month? If no, can images of the checks be provided each month with the bank statement? If yes, please specify the format and indicate if the image file contains a single-image or multiple images. If not, what record can be provided?
2. Can a payroll account be established as a zero balance account against a main or master account? Explain any limitations.

3. Can controlled disbursements be used for a payroll account? Discuss any limitations or potential problems?
4. Describe the procedures / software in place to detect and prevent the posting of duplicate IRDs and duplicate images (from Image Exchange). If exception cues are used, please explain how they work.
5. Will the Bank charge for cashing a Shelby County check? If so, please specify the amount and the circumstances.

Overdrafts:

1. What procedures are used to resolve overdrafts caused by funding failures as a result of:
  - b. Improper funding by the customer?
  - c. The bank's error or delay in notification?
  - d. A Federal Reserve problem?
2. How are overdraft fees calculated?
  - a. Is there a daily cap on fees?
  - b. Is interest assessed on overdrafts?
  - c. How is the interest rate calculated for overdrafts?
  - d. Are these fees added to the analysis charge for the month?
3. Indicate the Bank's willingness to fund daylight overdrafts on county accounts in the amount of \$60 million in the aggregate. Include the information related to a true overdraft that causes the ledger balance to be negative and a daylight overdraft where a negative balance is offset at end of day posting with credits flowing into the account.
  - a. How will the Bank calculate charges for any overdrafts, i.e., interest rate charged as Fed funds rate plus or minus basis points?
  - b. If the Bank will not allow \$60 million in overdrafts, what is your upper limit?
  - c. Specify any limit on the duration of the overdraft.
  - d. Describe the notification procedures for the County to exercise its Daylight Overdraft privilege. Include contact personnel, telephone number, fax number, and time frames.

4. Briefly discuss the Bank's policies on daylight overdrafts. Include the following:
- a. How does your system identify daylight overdrafts? Is your system real-time and does it consider deposits, incoming and outgoing wire transfers, ACH transactions and checks presented?
  - b. How does the Bank propose to advise the Trustee of daylight overdrafts? By what time?
  - c. What changes may occur in your policy regarding daylight overdrafts due to regulatory or policy changes by the Federal Reserve?
  - d. Given that the Bank would be expected to consider all accounts in the determination of daylight overdrafts, how would the Bank expect to be compensated for daylight overdrafts?

Stop Payments:

- 1. Briefly explain the procedures used to request a stop payment.
- 2. What is the deadline for same day action?
- 3. Can stop payment requests be made electronically via the Internet?
- 4. When will the stop payment requests take effect and how long will they remain in effect? Can the period be extended?
- 5. How does the Bank verify that stop payments have been received and implemented?
- 6. For stop payment placed via the Internet, is there a system in place to verify if a check has been paid before accepting the stop payment?
- 7. How much history is examined in the verification process?
- 8. Can you request stop payments for a range of checks? What is the limit of the range?
- 9. Will the Bank provide notification to the Trustee of stop payment requests and when they expire? When will the Trustee be notified?
- 10. Can stop payment requests that have expired be renewed automatically or manually, with or without the Trustee's direction?

### Wire Transfers:

Historical data shows that Shelby County initiates in excess of 1300 wires each fiscal year. These wires are both repetitive and non-repetitive in nature with dollar amounts that range from \$ 1 to \$500,000,000. Outgoing wires may exceed \$ 500,000,000 in a single day. For this reason, Shelby County requires multi-level security on all electronic wire transmissions. Further, the timeliness of processing wires is a paramount concern for the county, as delays **cannot** be tolerated especially in the event of debt service payments and the issuance of bonds. Wires may originate from a variety of county offices with final transmission approval(s) granted by the Trustee Cash Management Center. For this multi-user environment, it is important that the bank propose a software that is both flexible to administer and easy to use. Finally, the bank must be able to guarantee the processing of incoming and outgoing wires in the event of problems (i.e. software malfunctions, integration of bank systems that impact funds availability) or disaster.

1. Briefly describe the Bank's online software product along with any related policies and procedures. Include the following:
  - a. What is the name of the online software product used by the bank?
  - b. Is the software product compatible with WIN 2000 (or higher) Operating System?
  - c. Was the software developed by the bank or purchased from a third-party vendor? Please provide the name of the vendor.
  - d. Please state in detail what responsibilities Shelby County will incur over the administration or operation of the bank's software at the Shelby County location. Describe in detail any administration responsibilities of Shelby County. Please indicate if the County will be responsible for establishing wire permissions and user templates within the software product.
  - e. If the County will be responsible for establishing wire permissions and user templates within the software product, what initial support/assistance can be delivered by the bank to assist the County in creating 50+ wire templates within the software?
  - f. Are there any restrictions on the number of users or templates that can be created within the software? If yes, please specify.

- g. Can the bank originate and process the following types of wires?
  - 1) Automated repetitive (domestic)
  - 2) Automated non-repetitive (domestic)
  - 3) Manual repetitive (domestic)
  - 4) Manual non-repetitive (domestic)
- h. What, if any, time constraints are there?
- i. Describe the controls for automated repetitive and non-repetitive wire transfers.
- j. Describe the controls for manual repetitive and non-repetitive wire transfers.
- k. What security precautions does the Bank (or its software) employ to ensure that the appropriate County personnel initiate and approve wire transfers?
- l. How does the Bank confirm that all wires have been properly processed? The County will require confirmation of the wire amount, Bank's Fed reference number, and the time completed.
  - 1) Can the Bank provide confirmation within the software?
  - 2) Can the Bank provide an email confirmation to a selected group of users?
- m. Describe the bank's procedure for notifying the County when a wire transfer fails.
- n. State the maximum time in minutes that will elapse between the time a wire request is initiated in the communication process and the execution of the wire transfer at the bank.
- o. What procedures are in place to ensure that wires are processed in the event that the online software product cannot interface with the bank's main wire center?
- p. Does the Bank delay or hold wire transfers if the wire transfer results in a daylight overdraft? If so, how does the Bank notify the County of this condition?
- q. State the earliest and latest time the County can initiate wire transfer instructions to the Bank for same day settlement for both automated and manual requests.
- r. Are there specific times during the business day or during the month when wire transfers are more likely to be delayed? If so, please specify.
- s. Please describe the requirements, policies, and procedures the County must follow in the event that a manual wire transfer is necessary.

- t. What are the Bank's policies regarding reclaiming incorrect wire transfers due to a County error or a bank error? How would the Bank propose to compensate the Trustee for a Bank error?
  - u. Explain the process for granting template access to a new user. Can a user be restricted by any of the following:
    - 1) Dollar limit on a specific template
    - 2) Dollar limit on all wires
    - 3) Access to specific template
    - 4) Access to all templates
    - 5) Inquiry, input, or approval on specific templates
    - 6) Inquiry, input, or approval on all templates
  - v. Explain the process for creating a new wire template within the software.
2. Will all incoming wire transfers be posted and available the day received? If not, indicate circumstances. Describe how the wire center integrates incoming wire information with the Bank's main operating platform that contains account balances.
  3. What deadline (in Central Standard Time) will be used for the County in processing an outgoing wire for same day settlement?
  4. What deadline (in Central Standard Time) will be used for the County in receiving an incoming wire for same day settlement?
  5. Where is the geographical location on the Bank's primary wiring facility? What are the hours of operation on Central Standard Time? Provide contact name, telephone number, and fax number.
  6. How many times in the last 90 days has the bank's software been delayed in communicating information to the bank's wire center? Please describe the reason(s) for the delay and the actions taken by the bank to remedy the situation. Please quantify the time for each incident.
  7. Describe the impact of a daylight overdraft status on an outgoing wire.
  8. Describe the impact on an outgoing wire where the availability of funds depends on investment maturities processed by the Bank's custodial or safekeeping area.



9. Intended recipients must receive wire transfers originated by the County in time for crediting on their effective dates (i.e. same day). State how the bank will ensure that crediting is accomplished; specifically state how the bank proposes to handle a wire that rejects from the Federal Reserve wire transfer system.
10. Can wires be warehoused or future-dated? If so, please specify the time period.

Intra-bank Transfers:

1. Does the bank's online treasury software allow intra-day book transfers between bank accounts?
2. Can intraday transfers be made online, real time (i.e. payroll funding purposes)? If so, how does the bank accommodate the transfer in the event the bank balance is impacted by the following:
  - a. Security settlements (i.e. investment maturity or purchase)
  - b. Intra-day ACH credits or debits
  - c. Intra-day wire credits or debits
  - d. Branch deposits
3. Can intra-bank transfers be made online as On-us ACH debits or credits for same-day posting? If so, does the bank provide a method to "memo-post" the transfer on the appropriate accounts?
4. Can book transfers be future-dated? If so, please specify the time period.

**C. AUTOMATIC OVERNIGHT INVESTMENT**

1. Can the Bank provide an automatic method to invest all excess funds at the end of the day in the Master account into an overnight investment account? If so, please give a complete description on the operation (including the credit of funds to the Master Account on the next business day) and limitations of this sweep account or possible alternative.
2. Please indicate if the Bank can “sweep” excess funds from the Master Account into an overnight investment account that can be categorized as a “Public Funds” depository account that is collateralized by the Tennessee State Collateral Pool.
3. For an overnight investment apart from the description in #2, describe the procedures used to verify to the Trustee that swept funds are invested in authorized securities as set forth by Tennessee Code Annotated § 5-8-301.
4. For an overnight investment apart from the description in #2, describe the procedures for ensuring that the market value of the securities used for collateral is equal to 105% or greater.
5. Please be advised that the County will require notification of the market value of the collateral supporting each “sweep” or overnight investment balance. Please provide a sample notification.
6. Please specify the minimum dollar amount for a “sweep” or overnight transaction.
7. How will the Bank notify the County regarding the amount of each “sweep” and the interest earned?
8. Will the Bank compute compounded interest daily and pay interest to each account on a daily basis? When will the interest be credited on the bank statement?
9. Can the bank provide a monthly statement of activity for the “sweep” account? Please provide a sample statement.
10. Please provide a twelve months rate of return history on either the bank's sweep product or an alternative. Please complete Attachment D.
11. How will the Bank ensure that investments are owned by the County, and are classified as a Category 1 investment under GASB Statement # 3?
12. Please indicate if the “sweep” account is exempt from the 10% reserve requirement of the Federal Reserve.

13. Are sweep accounts and related investments handled solely by the Bank or is a third-party involved? If a third party is involved, describe the Bank's relationship and guarantee (if any) with that third party.
14. Please describe the impact of a "sweep account" on the monthly earnings credit allowance.

#### **D. ACH & E-COMMERCE**

##### ACH Direct Deposit

ACH credit transactions originate primarily from the County through the Department of Finance, the Shelby County School Board of Education, and the Shelby County Trustee for payroll purposes. Typical transaction and dollar volumes are listed below for each bi-monthly pay period:

	<u>Checks</u>	<u>Direct Deposit</u>
Shelby County Government	651 (10%)	5786 (90%)
Shelby County Board of Education	900 (19%)	3800 (81%)
Shelby County Trustee Payroll	0 (0%)	83 (100%)

Funding for checks and ACH direct deposit transactions is made directly to a payroll account on the effective date of the payroll. If there is any requirement to maintain a balance between the date of data submission and the effective date of the direct deposit, please specifically state those requirements.

1. Describe the service delivery methods (direct transmission, PC-based system, terminal input, Internet, etc.) available to the County for direct deposit transactions.
  - a. Include any alternative methods that might be of benefit to the County.
  - b. Please provide all the communication protocols and transmission formats.
  - c. Please specify the bank's cut off times for customer initiation of ACH transactions.
  - d. Please specifically address any non-NACHA header records or the user of any protocol other than FTP required to transmit a file from the County to the bank.
  - e. Can the Bank process ACH files on Saturday? On Sunday?

2. Provide the latest time currently available to receive a County direct deposit file for settlement on a desired effective date. How flexible are alternative transfer time frames in the event of an emergency?
3. Describe the process for confirming to the County that direct deposit files have been received and processed accurately. Describe the procedures used for the receipt of files.
  - a. Do confirmations include the effective date and dollar amount?
  - b. Can confirmations be sent via email?
  - c. Can confirmations be sent via email to multiple users at the County? If so, is there a limit?
4. Describe the process for reporting corrections, returns, and dishonored ACH transactions. How will the County be notified?
  - a. Are on-line reports available? If yes, please provide a sample report.
  - b. Can reports be sent via email? If yes, please provide a sample email.
5. Does the bank use transaction or dollar limits? Please specify.
6. Can the bank modify a transaction that the County has originated prior to releasing the transaction to the ACH operator? What modifications can be made? If modifications are permissible, what is the deadline for receiving instructions to modify a transaction?
7. Describe the filters used by the bank to detect duplicate transmissions.
8. What software does the bank require to encrypt and transmit files? What communication protocol will be used? How will the bank provide the software to the County? Can the software be installed on multiple workstations? How does the bank price this software?
9. Is an intra-bank transfer via ACH reflected as an actual credit to an account or is the items "memo posted"? For example, if a Shelby County employee is paid via ACH on the 15<sup>th</sup> of the month, will the ACH amount be reflected in the available employee bank balance (assume the employee has a deposit relationship at the Bank) on the 15<sup>th</sup> of the month? Will the actual credit transaction also be reflected in the account activity?

### Other ACH File Transmissions

The Trustee makes extensive use of ACH file transmissions including files containing ARC, PPD, POP, and WEB entry detail records. The Trustee transmits 3 – 5 ACH files each day and each file contains less than 1,000 items. In addition, the Shelby County Register has plans to use a daily ACH with approximately fifty (50) CCD detail records for purpose of collecting payments.

1. Indicate whether the bank *cannot* accept and originate any of the following payment formats (add any others that should be included but are not shown on the list): PPD, CCD, CCD+, CTX, ARC, POP, TEL, WEB.
2. Specify the earliest time and method the County would be notified of ACH receipts.
3. What methods are available for reporting incoming and outgoing ACH transactions? Are incoming ACH credits reported online in the intraday activity for an account?
4. Are ACH receipts available to the County for wiring purposes on the effective date of the ACH credit?
5. With regard to Internet input of ACH transactions for vendor payments:
  - a. Can the County build a database of repetitive transactions and/or templates?
  - b. If a template can be created for a repetitive transaction, will the Bank's online software allow the County to input an invoice reference (i.e. an addenda record) and an amount both of which may vary with each input session?
  - c. What security procedures are in place to minimize the risk of unauthorized transactions?
6. What controls are in place to protect against lost files and duplication of transmissions?
7. To successfully encrypt ACH files prior to transmission, what software does the bank provide?
  - a. Specify the encryption level of the software.
  - b. Is the software compatible with Windows 2000 Operating System? Windows 2003?
  - c. Specify the cost of the encryption software.
  - d. Does the bank provide training and technical assistance for the installation and use of the software?
  - e. Please describe any other security features in the encryption software.

8. How does the bank handle system/software upgrades? Is there a charge for upgrades? Please specify.
9. Please answer the following questions related to On-line Internet Banking Services.
  - a. Does the bank currently utilize Internet capabilities as a method of information delivery for ACH transactions?
  - b. If no, are there plans to introduce Internet capabilities? Please specify when and how.
10. Describe how return items are handled.
11. Can the bank back value ACH debits or credits if a bank or clearing house error occurs? If so, describe any restrictions or limitations.
12. Describe the bank's pricing for electronic receipts/files (include the fee information here and do not refer to another section of the proposal). Please clarify if the Bank assesses a per-file charge or a flat fee for each day. If the Bank assesses a per-file charge, would it consider a flat fee for each day?
13. Please clarify the costs associated with an ACH used to perform an intra-bank transfer vs. an on-line book entry.
14. Are sufficient controls in place to ensure that Automated Clearing House (ACH) transactions are processed in a secure manner?
  - a. Are policies and procedures in place for ACH activities?
  - b. Handling of rejects for re-entry?
  - c. Daily balancing of system transactions?
  - d. Separation of duties for transaction processing?
  - e. Can ACH transactions be blocked from an account?
15. How many people work in the ACH Processing Center of the bank?
16. What are the hours of operation for the ACH Processing Center?
17. Who manages and supervises the ACH Processing Center? Please provide names, phone numbers, and email addresses.
18. Are originators of ACH transactions required by the Bank to complete an annual audit? If so, what documentation is required and what assistance does the bank provide to the originator (i.e. statistics of return items, statistics of file rejects, audit forms, etc.)

## **E. PAY CARDS**

1. Does the bank offer payroll card services to individuals who do not maintain a bank account? If so, describe the bank's services, including how cards are created and distributed, any benefits and costs and why the bank service is better than the competition.
2. Can County employees who receive pay cards use them at any ATM location? Discuss any limitations or restrictions.
3. Will employees be charged for ATM transactions? If so, please specify.
4. Describe how the County can enroll employees in the bank's pay card program, including key timing, marketing materials, and other documentation. Include sample documents as applicable.
5. How long does it take for funds to be available to employees using pay cards after the County provides the funds to the bank?
6. Can a pay card employee use the card for any other purposes, such as using it as a debit card?
7. Can employees be issued multiple cards to accommodate family members? If so, discuss any restrictions or potential problem areas.
8. Describe the Bank's customer support services for pay cards.
9. Describe the procedure for reporting a lost card along the requirements and timelines associated with the issuance of a replacement card.
10. Provide a detailed cost estimate for the Bank's pay card services. The estimate should be for regular processing, one-time implementation fees, and recurring maintenance charges (if any). It should also itemize flat fees and per item charges (include the fee information here and do not refer to another section of the proposal).

## **F. ACCOUNT ANALYSIS**

1. Can the County decide how the balances in its accounts will be grouped for purposes of compensation, *e.g.*, assessed individually, by division, or at the relationship level?
2. When calculating average balances, are positive and negative balances netted?
3. How does the bank charge for overdrafts? Does the bank charge for use of uncollected funds? If so, how is the charge calculated?
4. What billing period options does the Bank offer? How and when will the County be billed for deficiencies?
5. How long can excess balances be carried forward to apply to charges in future billing periods?
6. How are adjustments reflected on the account analysis?
7. Can the Bank provide composite and individual monthly account analyses? Will the analysis include all charges and compensating balances necessary to offset those charges?
8. Within how many business days after the close of the month can the Trustee expect to receive an Account Analysis statement?
9. The County is requesting that the account analysis statement be delivered to the County in an EXCEL spreadsheet so that data can be uploaded into the County databases for further analysis. Please describe how the Bank will address this requirement.
10. Does the bank pass along FDIC charges explicitly on the monthly account analysis statement? If so, provide a detailed calculation to support the charge. Do you charge on average balances or balances at specific points in time?
11. If the bank receives refunds on FDIC assessments, are they shared with customers? Explain the rationale for sharing or not sharing.
12. How is the Bank's monthly earnings credit rate calculated? See Attachment D.
13. Provide a sample Account Analysis statement and the Excel file format (if available at this time).



## **G. INFORMATION REPORTING**

Balances are monitored throughout the day for investment and cash management purposes. Because critical decisions are based on information received early in the morning, it is necessary to have all bank information (i.e. account balances, warrant/check clearing information, chargeback data, etc.) no later than 8:00 a.m. In addition to daily reporting, monthly bank statements, canceled warrants/checks, activity analysis, and reconciliation data must be received within **ten (10)** days following the end of the month.

**Please provide your response to the following questions:**

### Online Reporting

1. Does the Bank utilize Internet capabilities as a method of information delivery?
2. Does the Bank provide an on-line banking website for commercial/governmental accounts?
3. Does the on-line Internet product allow access to following banking services:
  - a. Account Inquiry
  - b. Balance Reporting
  - c. Historical Transactions (Specify period of time data is retained.)
  - d. Emails
  - e. File transfers
  - f. Intra-day Book Transfers
  - g. Transaction Downloads
  - h. Account Transfers
  - i. Wire Activity
  - j. Statements/Files-Banking Activity (specify format)
  - k. Statements/Files-Analysis (specify format)
  - l. Safekeeping Activity
  - m. ACH Transactions
  - n. Statement Images
  - o. Check Images
  - p. Deposit Images
  - q. Images of Deposit Item
  - r. Chargeback Images
  - s. Stop Payment
  - t. Positive Pay services that allow the County to notify the Bank of return items
4. What time is previous day information available for access by the County? If information is delayed, how and when will the County be notified?

5. Can the Bank provide daily (same-day) automated balance and detail reporting electronically on all accounts? Provide a copy of screens.
6. What is the earliest time of day (CST) that incoming ACH debits and credits are reported?
7. Is there a limit to the number of County accounts that can be reported on the Bank's on-line system?
8. Can the Bank provide information on items presented during the day? If so, indicate at what time, the level of detail available, and what items are included.
9. Specify cut off times during the business day for transactions (i.e. ACH reporting, wire activity, Internet transactions, etc.).
10. Describe the process for reporting errors identified through the Bank's on-line reporting system.
11. Describe the procedures used to make an adjustment to bank statements and to insure a corresponding adjustment to the account analysis statement. How is the adjustment handled if the analysis period has already ended?
12. Describe the procedures used to insure the County is not double-billed for routinely charged items (i.e. a stop payment charge debited to the individual account as well as the composite analysis).
13. Will the Bank provide assistance for account reconciliation and problem resolution? Please explain.
14. Describe backup procedures for obtaining balance information when normal operating systems are unavailable. Indicate the number of occasions and amount of time each system experienced down time over the past year—identify the system.
15. Describe how the bank's Internet product interfaces with the following and indicate if the interface is real-time or batch (if batch uploads are required, please indicate the frequency):
  - a. The bank's mainframe system or main account database
  - b. The bank's wire center
  - c. The bank's ACH center
  - d. The bank's custodial or safekeeping center
16. How long is information maintained online? Is the full history accessible online? If not, describe the procedures for accessing the information.

17. Does the Bank charge for maintaining historical data online? If so, explain the pricing structure.
18. Describe in detail any security administration responsibilities to be performed by the County.
19. Will the Bank provide training assistance, materials, and resources to assist the County with the administration and utilization of the Bank's on-line banking software? Please indicate the resources to be provided to the County.
20. The County would like to have a method to compare actual account balances to projected cash balances in an effort to better analyze its overall cash position and improve its cash flow strategies. Please describe how the Bank could assist the County with a recap of same day and prior day activity (deposits / credits).

#### Offline Reporting

1. Provide a detailed backup plan for providing information to the County when the Bank's EDP system fails. Specifically address providing cash balances, providing check and warrant amounts to be funded, verification of security transactions both debits and credits, etc. If (due to system failure) warrant amounts can not be communicated by 9:00 a.m. prior to post, the County will not be responsible for overdraft charges. Likewise, the County would expect compensation if excess funds were left in the bank uninvested due to a system failure. There should be no disruption to funding the County's outgoing/incoming wire activity for the day.
2. Specifically address the Bank's willingness to communicate incoming wire transactions and approve outgoing wire activity so as to not impair the County's ability to meet its financial obligations in the event the Bank's EDP system fails.
3. Specifically address the Bank's willingness to manually provide information in case the County's ability to obtain information via the Bank's on-line system is impaired. Is the Bank willing to fax bank balances, warrant amounts, and notifications of significant transactions such as securities purchases, etc.?
4. Provide a detailed description of the controls in place to ensure the integrity of the funds transfer system in a manual funds transfer environment.

#### Technical Capabilities

1. Provide the minimum and recommended hardware and software requirements to support the Bank's online banking product. Also include all types of systems that are supported.

2. What type of Internet Browser is required to accept information from the Bank's Internet Banking System? Is it compatible with Microsoft Internet Explorer?
3. Does the Bank use and support any authentication and encryption methodology for communicating with customers? Please specify (i.e. Encryption Level, Domestic or International Grade, PCP encryption, and any secured protocol).
4. Is technical support available for the Bank's on-line information reporting system? What are the hours for customers in the Central Standard Time Zone?
5. Please indicate if the Bank's online-reporting tool is provided through a third-party. If a third party provider is used, please give the name of the partner, the length of time the Bank has worked with that partner, and the reason why that particular partner was chosen.
6. Describe any enhancements planned for the information reporting system over the next 18 months.
7. Can the Bank interface with treasury workstations? If so, how?
8. Please indicate if the Bank provides a Treasury Workstation product. If so, please provide the following:
  - a. A description showing how the system works, including any diagrams, charts, screens, or other appropriate materials.
  - b. A list of available modules that the County might want to review.
  - c. A description of the import and export capabilities. List the standard file options along with any applicable formats / versions that are supported.
  - d. A description of electronic mail capabilities.
  - e. A listing of the workstation's advantages over the competition in the marketplace.
  - f. A description of how the Bank makes information available to users (i.e. user groups, updates, etc.)
  - g. An explanation of how the County might customize the workstation for its own specific purposes.
  - h. A description of how the workstation accommodates variable rate instruments and/or accounts.
  - i. A description of ad hoc reporting capabilities.
  - j. A description of the system's encryption and authentication techniques, including how the system and/or individual program passwords are handled and any additional security features that are available.
  - k. An indication that the system can accommodate intranet-based (internal network) systems. Describe any limitations.
  - l. A cost breakdown for modules included in the standard package as well as

individual modules.

m. A list of all consulting, installation and training charges.

n. A description of any maintenance support including the cost of the support.

9. If the Bank does not provide its own Treasury Workstation product, please provide a list of specific treasury workstations that can link successfully to the Bank's online information reporting system.
10. Please indicate which of the treasury workstations in #8 and #9 provide links to customer sites that are of similar size and function to the County.
11. What problems have other clients faced in attempting to establish direct links from the bank's information reporting system to their internal treasury workstations or software systems (i.e. Accounting software)?

## **SECTION IX: CUSTODIAL SERVICES**

All County owned securities are held in a custody (safekeeping) account with the Bank. All securities and cash held by the custodian shall be segregated from the assets of others. Securities held by the custodian shall be registered in the name of the Shelby County Trustee and held for the County. Custodial systems and records must reflect that the securities are held in the name of the Shelby County Trustee.

Please note that the County has an aggressive cash management strategy that relies on the availability of funds associated with approximately 200 incoming and outgoing custodial transactions each year. It is imperative that the Bank's custodial systems support the County's daily cash management functions without placing an undue burden on the County. In particular, outgoing wires must not be delayed in any way due the settlement of security transactions. In an optimum environment of integrated banking systems, credits and debits associated with security transactions would be reflected in the County's balance and available for immediate use.

### **A. CUSTODY ACCOUNTS**

1. Briefly describe the Bank's fiduciary role in providing custodial services. Please indicate the geographical location of the Custodial Service Center that will service the County. If the Custodial Center servicing the County is a satellite branch of the main operating center, please describe how the satellite branch interfaces with the main operating center in terms of the availability of information, the timing of settlements, and the process for ensuring that all settlements are processed on a timely basis.
2. Indicate if the Bank utilizes a third party vendor for any services to be provided. If yes, provide the third party vendor's name, a description of services provided and the location of the custodial operations center.
3. Indicate if the Bank has a secured location to receive and hold physical securities registered in the name of the Trustee. Where is the location?
4. Is the Bank a direct participant in the Federal Reserve book entry systems?
5. Is the Bank a direct participant in the Depository Trust Company book entry systems?

### **B. PROCEDURES**

1. Describe the procedures for the settlement of securities. Are securities settled on an actual or contractual basis? Indicate how the settlement affects the County's deposit balance (i.e. when are funds transferred to and from the deposit account?).

2. Describe how the Bank would propose to inform the County of daily incoming transactions, discrepancies in trade information and/or fails that have occurred. How will the Bank compensate the County for fail float?
3. Describe how the Bank would propose to receive instructions on County investment transactions.
4. How will the Bank inform the County's investment manager of calls and/or other related information pertaining to a security?
5. Does the Bank provide a method for the County to monitor security purchases and settlements throughout the day? Please describe. Please specify hardware/software required. Can this information be obtained through an on-line Internet web site?
6. Describe the procedures for collecting income on securities. Provide the following information:
  - a. Specify time frame for credit of income to designated account(s).
  - b. How will the Trustee be notified of such transactions?
7. Provide a listing of cut off times for notification of security transactions. Please specify if the cut off times vary for different types of securities.
8. Describe the Bank's procedures to process physical securities.
9. Describe how the Bank processes transactions associated with Fed extensions where transactions are settled after the daily cutoff time.
10. Describe any custodial information that is provided via on-line inquiry. Can the Trustee initiate transactions? What are the limitations? Please specify the cost of this service.
11. Describe the impact of daily settlement activities on the intra-day available balance. Please indicate how security purchases or settlements would impact outgoing wire activity.
12. How does the Bank monitor the authorization for pledging/releasing securities?
13. Please describe the pricing for custodial functions. In particular, the County would like to determine the safekeeping costs associated with 1 purchase, 1 maturity, statements, the cost for holding a security that has not reached its maturity date, and any other related costs. (Please do not refer to another section of the proposal.)

14. Please indicate the method used by the Custodial Department to communicate charges (i.e. analysis, invoice, etc.). Please specify how and when payment of these services occurs.
15. Provide names of contact personnel, telephone number, fax number, email address along with managerial contact information.

### **C. REPORTING**

1. Briefly describe the Bank's reporting capabilities for custodial accounts. What reports are provided as a standard package? Are reports available online? Please attach a copy of each. Please provide a telephone and fax number for a contact person.
2. Within how many business days of month end can the County expect to receive monthly activity statements and reports for all accounts? Can the Bank provide daily activity statements?
3. How are error/discrepancies resolved? Who should the County notify?



## **SECTION X:       PRICING**

1. Which of the following methods of payment are accepted as payment for services provided to the County?
  - a. Compensating balance on net pool balance. The Trustee requests a minimum earnings credit allowance (ECA) of a 90 day Treasury bill "asked yield" as quoted in the Wall Street Journal on the last business day of each month. Please specify how the Earning Credit Allowance will be applied to determine compensating balance requirements. Include in your explanation the impact of your reserve requirements and specify how those reserve requirements will be calculated. Specify your formula for converting service charges to balance requirements. Give examples. Please complete Attachment D.
  - b. Direct fees for services. The bidder should quote per unit prices.
  - c. A non-interest bearing certificate of deposit.
  - d. Any combination of these methods.
2. Describe any limitations or policies related to compensation methods.
3. What is the Bank's compensation horizon for fee compensation, i.e., how frequently must any under-compensation be resolved? Does this also apply to fee/balance combinations?
4. If compensating balances are used, how long can excess balances be rolled over for future compensation? Does this also apply to fee/balance combinations?
5. Are service charges different (i.e. higher) if the County compensates by fees? Are they different if the County uses a fee-balance combination method?
6. If the County pays by fees, describe how fee payments are made, including acceptable payment methods and timing.
7. How frequently will calculations of compensation be posted to the County?
8. Does the bank charge a fee or other assessment for FDIC Insurance?
9. Does the bank require a setup fee or one time charge for any services? Please specify.
10. Will the Bank cash the County's payroll checks without charge? If not, what is the charge?

11. Will fees in the proposal be guaranteed for four (4) years?
12. Please complete the spreadsheet named “2006Proforma” on the attached file/diskette. This document was created in EXCEL 2000. It contains information related to bank charges for account activities. A monthly average is shown for each activity. Please fill in the “Per Unit Cost”, “Monthly Estimate”, “Compensating Balance”, “Standard Pricing”, “Difference”, and “Discount” columns. Other services provided by the Bank but not listed may be added to the “2006Proforma”. Also, any additional charges related to commercial/governmental accounts may be added to the listing. Costs must be calculated in the units as described.
13. Should the bid prices not be all-inclusive or bundled, each component must be identified separately with its related per unit cost. Any services not listed in the 2006 Proforma will be assumed to be free of charge.
14. Upon award of a contract, what monetary allowance will the Bank provide to offset the printing of new documents? See the Conversion Guide in Attachment H for pertinent information regarding bank supplies.

## **SECTION XI: NETWORK / SYSTEM SECURITY**

Advances in technology have afforded Shelby County many opportunities to enhance processing efficiencies and thereby, optimize its cash management strategies. The major portion of all banking activity by the County now occurs not in a teller line, but via the Internet. As an active originator and receiver of e-commerce transactions, it is imperative that hardware/software systems be safeguarded with the maximum level of protection against fraud, identity theft, and data corruption. To that end, information resources (hardware and software) must include controls and safeguards to offset possible threats and to provide the necessary controls for system and data integrity, system availability, disaster recovery and business continuity, and system audit.

Please describe how the bank addresses the four major objectives listed below.

### **A. System and Data Integrity**

1. In regard to Internet Authentication, regulatory demands issued by FFIEC (FDIC, OCC, OTS, Fed, NCUA) and published October 12, 2005 under FDIA FIL-103-2005 require bank compliance by year-end 2006 by:
  - a) Conducting a risk assessment survey to establish an effective authentication strategy for services available to on-line customers;
  - b) Establishing enhanced authentication methods to identify on-line customers.

Please explain how the bank has addressed (a) and (b) above.

2. Please describe how suspicious user activity detected? Is access to the system restricted by:
  1. Passwords?
  2. Unique User ID?
  3. Functions available to specific terminals?
  4. Automatic timeout if terminal left unattended?
  5. Automatic log-off of a user after repeated failed access attempts?
  6. Time of day and day of week?
  7. Firewalls, routers, etc?
  8. Other? Please specify.
3. Does the bank retain access histories or log files? If so, how long are these histories / files retained?

4. Who monitors network logon activity and what tools are used (i.e. reports)? How frequently is activity monitored?
5. Are passwords changed on a periodic basis? How frequently?
6. Are password files encrypted and restricted?
7. Are users IDs and passwords revoked when employment is terminated?
8. Are user IDs and passwords revoked when employee experiences an extended period of absence?
9. How does the bank determine if user profiles are consistent with job functions for the following:
  - a. Mainframe operating system
  - b. Network operating system
  - c. Core banking applications
10. What is the procedure for handling external and internal incidences of suspicious activities that may include multiple logon failures or potential fraud activity?
11. Determine whether sufficient controls are in place to prevent the corruption of data or software and to correct problems caused by computer viruses or operating system vulnerabilities. Assess the following:
  - a. Does the bank utilize intrusion detection hardware or software? Please specify.
  - b. If breaches to the hardware or software occur, describe the bank's plan of action for both internal and external intrusions.
  - c. Please provide the name of the Bank's virus detection software.
  - d. How often is the Bank's virus detection software updated and when was the last upgrade?
  - e. If a virus is detected locally, how does the Bank act to

- contain and eliminate the virus?
  - f. If a virus is detected on the network, how does the Bank act to contain and eliminate the virus?
  - g. Does the Bank maintain an audit history of instances where virus contamination or intrusion has occurred? If so, how many instances have occurred in the last twelve months? If an audit history is not maintained, please describe how the Bank would or has assessed this type of risk.
- 12. Does the Bank have a process for identifying and classifying information (data and system components) according to sensitivity and confidentiality? How does use this information to secure data?
- 13. Does the Bank use encryption during the storage and transmission of information? If so, please specify the encryption method and state why that particular method was chosen. Further, please indicate how the level of encryption supports the sensitivity nature (or risk) of the information being stored or transmitted.
- 14. How does the bank prevent loss of data? Describe backup files and their off-site storage. Please indicate the location (either in general or specific terms) of the bank's offsite storage facility.
- 15. Are network/system employees screened and trained for security awareness? What type of security training has been provided?
- 16. Are adequate safeguards in effect to ensure that only authorized personnel are permitted in the computer area?

**B. System Availability**

- 1. How is reliable performance documented?
  - a. Are statistics available to record downtime?
  - b. What is the number of downtime occurrences in the last twelve months?
  - c. For each instance, indicate (or approximate) the length of the downtime.
  - d. For each instance, indicate the cause for the downtime.
- 2. Evaluate the adequacy of network architectures to provide an efficient and timely response. Please provide an overview or schematic of the Bank's

network architecture.

3. Evaluate the security of network connections with public networks, internal systems, and core banking applications. Consider the following:
  - ☐ Firewalls
  - ☐ Processes to ensure updates/patches/fixes are implemented
  - ☐ Authentication methods
  - ☐ Intrusion Detection Systems (IDS) and their effectiveness.
4. Is the network/system area adequately protected by:
  - a. Heat and smoke detectors?
  - b. A fire suppression system?
  - c. Remotely monitored alarm systems?
  - d. Other methods? (Please identify and explain).
5. Is the network/system equipped with an appropriate uninterrupted power supply (UPS) or alternate power source?

**C. Disaster Recover and Business Continuity**

1. Is electronic media stored in a fire resistant, limited access area both in the financial institution and at the backup site? Is access to on-site and off-site data files limited to authorized personnel?
2. Is a copy of all master files taken off-site promptly after updating and not left in the data center overnight or over a weekend?
2. Is there adequate and current off-premises storage of:
  - a. Data files?
  - b. Source and object programs?
  - c. System and program documentation?
  - d. Operating systems and utility programs?
  - e. Reserve supplies?
  - f. User and operator instructions
  - g. A copy of the contingency plan and backup agreement?
3. Are employees familiar with their responsibilities under the emergency plan?

4. Does the contingency plan adequately address:
  - a. Under what conditions the backup site would be used?
  - b. Decision-making responsibility for use of the backup site?
  - c. A checklist of data files, programs, and other items to be transported to the backup site?
  - d. Provisions for special forms and backup supplies?
  - e. Remote terminal activities?
  - f. Processing instructions and priorities?
5. Is a comprehensive written agreement in effect with the backup site?
6. Has the contingency plan, including the backup site, been tested within the past 12 months?
7. Evaluate the testing of the business continuity plan. Consider the following:
  - ☐ Testing for all mission-critical applications
  - ☐ Adequacy of hardware
  - ☐ Processing time to capture or submit all critical daily transactions
8. Are any of the disaster recovery services offered by a service or third party? If so, please specify.
9. What is the estimated length of time required to restore operating capacity?
10. Please indicate how the network/system recovery plans would impact the County with particular regard to online banking, the transmission of ACH files, outgoing wire transfers.
11. Does the Bank have redundant operating centers? If so, where are they located? Please indicate the major function for each operating center.
12. Are files restored from backup data tested periodically for accuracy and data integrity?

**D. System Audit**

1. When was the last audit of IT-related activities performed? How frequently does management perform audits of IT-related activities?
2. Does the auditor routinely submit written reports and audit schedules to the Board of Directors or audit committee?
3. How are audit deficiencies addressed?
4. Is the auditor involved in hardware/software purchases or committee decisions (IT Steering Committee decisions, etc)?
5. Does the auditor and/or designated officer and/or an employee (someone not directly involved in the daily processing of activities) periodically review the following:
  - a. Disaster Recovery Planning and Business Continuity Planning?
  - b. Data and physical security for critical platforms (i.e. mainframe, network and Electronic Banking)?
  - c. Programming and change control activities?
  - d. Vendor-provided software updates and releases (including installation of emergency changes)?
  - e. Wire transfer activities (including ACH and Fedline)?
  - f. Internet banking activities?
  - g. Technology outsourcing arrangements?
6. Is audit expertise and training sufficient for the complexity of the system and the risk to the institution?
7. Is audit software used? (If so, identify the program, describe uses and controls, and indicate when it was last used).
8. Does the system include the presence of audit trails, dual control of computer operations, controlled access to program documentation, and restricted access to data files and copies?
9. Are all security policies and procedures properly documented and approved by administration? Are these policies and procedures maintained in a manner that is easily accessible to employees?



## **SECTION XII: ORGANIZATION AND EXPERIENCE**

1. Briefly describe the Bank's background, i.e., date founded, ownership, and other business affiliations. Include dates of incorporation, acquisition, and merger, expansion into new areas or business activity. Provide number and location of affiliated offices.
2. Indicate whether the Bank is a parent or subsidiary of a holding company. Describe all relationships with subsidiaries and/or parent if applicable.
3. Provide the address of the office location that will service the account.
4. Supply a list of branch banks and include address, telephone number, and contact person.
5. Provide an organizational chart for the personnel who will be associated with the Trustee's account. Include the roles of each person and illustrate the relationship among personnel.
6. Provide a resume for the management personnel within the Bank's organization that will be responsible for supporting the Trustee's account. Indicate the primary contact person.
7. Please describe the ability and the experience of the primary contact person to service a multi-account relationship of similar transaction and dollar volume as that of Shelby County.
8. Indicate if the Bank utilizes a third party vendor for any services to be provided. Include the third party vendor's name and a description of services provided.
9. Provide current peer group credit ratings as published by the Sheshunoff Public Finance Rating Agency. Include the bank and the parent bank's credit ratings.
10. Provide a history of any short and long term rating changes by Moody's and/or Standard & Poors' that have occurred for the previous five (5) years to the Bank. Include the reasons given by the rating agency for the upgrade or downgrade.
11. Provide the following for the Bank's loan activity in dollars and by percentage of the loans outstanding:
  - a. Total loans outstanding by loan type.
  - b. Non-performing loans by loan type.
  - c. Provision for losses by loan type.
    1. Loans declared uncollectible and written off against reserves.
    2. Reserves set aside for uncollectible loss.

12. Include copies of the following:
  - a. The three (3) most recent annual financial reports.
  - b. Quarterly reports since last annual financial reports.
  - c. The most recent four (4) quarterly Call Reports (Consolidated Report of Condition and Income, FFIEC 031, Schedule RC only)
13. Provide reports pertaining to transaction capacity currently being utilized. The Bank shall demonstrate the ability to handle the work requirements of the County's account.
14. Provide a copy of your existing Community Reinvestment Act Policy statement and the most recent CRA rating. Include a brief summary of the activities that your Bank has or is undertaking in the Shelby County area.
15. In the unlikely event that the Bank goes into receivership, could any deposit and/or security held by your financial institution on behalf of the Trustee become inaccessible to the Trustee? If so, explain the circumstances.
16. In the unlikely event that the Bank becomes insolvent, could some creditors, other than the Trustee, have a claim against any deposit and/or security held by the Bank on behalf of the Trustee? If so, explain circumstances.
17. Describe the impact of a merger or an acquisition upon the Bank's relationship/contract with the County. In the event of such an occurrence, describe what efforts can be directed to minimize the impact on the County (i.e. maintaining account numbers, central vault operations, similar funds transfer procedures related to wires, ACH, and safekeeping).
18. Supply a list of banking holidays on which the Bank and the Federal Reserve will be closed.

## SECTION XIII: MISCELLANEOUS

### A. CONVERSION (if necessary)

1. List the documentation and the timeframe required to open the following accounts/ services for a July 1, 2006 implementation date:
  - a) Controlled disbursement accounts
  - b) Zero balance accounts
  - c) Demand deposit accounts
  - d) Trustee master deposit account
  - e) Internet Banking Services
  - f) ACH Services
2. Please describe how the Bank would assist the County in establishing ZBA and Controlled Disbursement accounts to transfer assets of the County to the Bank for each offices as described on **Attachment H**. Specify costs for setup and supplies (if applicable) using the Conversion Guide in **Attachment H**. **The County would prefer these preliminary accounts be ready for operation 30 days in advance of the transfer date at no extra charge to the County.** All other DDA accounts will be scheduled for conversion within 30 days of the contract start date.
3. Indicate your plans for education and training of County employees in the use of the Bank's systems. If possible, the training should be conducted on-site with County employees and with County equipment at least 2 weeks prior to the implementation date.
4. Please indicate if third parties are involved with training or implementation. If so, describe their roles.
5. Please describe testing procedures to ensure that accounts are setup properly.
6. Does the Bank use a standardized checklist to ensure that accounts are established in a comprehensive manner (i.e. statements, images, chargeback processing, etc.)? If so, please provide a copy of the checklist. If not, will the Bank develop such a checklist and provide a copy to the County of the services established for each office?
7. Will the Bank meet regularly with the County to ensure optimum functionality for accounts and its on-line systems?
8. Describe the customer service/help desk services designed to assist the County with basic account services.

9. How does the Bank want to be notified of account changes (closings, authorized signers, etc.)?

**B. Bank Supplies**

1. Detail the operating supplies i.e., deposit slips, deposit bags, etc., provided by the Bank based on the volume as indicated in Section X: "Pricing". Will the Bank allocate a dollar amount of supplies each quarter at no charge to the County? If so, how much?
2. Describe the procedure the County must use to request or order additional supplies. How will the cost of those supplies be assessed? Can those charges be processed through Account Analysis? If so, when will the charges appear on the Analysis Statement? If not, how and when will the charges be presented to the County?

**C. Kiosks**

In November 2005, the Shelby County Trustee installed four payment kiosks throughout the County in an effort to meet the growing demand for convenient tax collection sites on a year-round basis. The payment kiosks provide touch-screen services with audio instruction for tax inquiries and tax payments. A taxpayer may pay both county and municipal taxes simply by using a check or a credit card – no cash is accepted. If a taxpayer presents a check, it is immediately converted to an electronic debit and returned to the taxpayer. Once a payment transaction is complete, a receipt is printed for the taxpayer.

These payment kiosks have proven to be a low-cost and efficient collection method for the County and taxpayer response has been enthusiastically positive. Unlike an ATM machine, there is no need for on-site reconciliation on a daily basis because all transactions are electronic. Data files and ACH files are processed from one location--the Trustee's main office. Required maintenance is minimal and performed by Trustee personnel on a periodic basis.

Based on the success of this collection method, the Trustee would like to extend this convenient service option beyond the original four sites that include:

Bartlett City Hall  
Lakeland City Hall  
Millington City Hall  
Shelby County Administration Building (Downtown)

To accomplish this objective, the Trustee is seeking to partner with an entity or institution committed to a strategy of community outreach that could include this type of public service. The primary requirements from a potential partner are simply: a) space inside a branch facility to accommodate the kiosk measuring 22.6" wide, 60.1" tall, 20" deep weighing 165 lbs and 2) DSL phone line connectivity (to be paid by the Trustee). Please note that kiosk maintenance has proven to be minimal and occurs with little or no disruption to other on-site business. Maintenance activities will be performed on a periodic basis by the Trustee to ensure optimum functionality with little or no support from any on-site personnel.

Please indicate if the Bank is willing to partner with the Trustee in this endeavor and specify potential branch locations where kiosk services might be made available to the community.

**D. Tax Collections at Branch Facilities**

For over a decade, the Trustee has worked diligently to provide various segments of the community with personalized service in regard to tax collections, tax assistance, and tax research. Even with the latest technology advances, many taxpayers still do not have access to computers and/or transportation. In such instances, the County's depository institution has often made resources (i.e. a desk at a local branch) available to assist with seasonal property tax collections from October through February. Please note that it is not the intent of the Trustee to utilize such a service more than one day a week at any one particular location during the tax season. Nor does the Trustee desire to offer services and staffing at multiple locations as primary service channels. Please indicate the bank's willingness to work with the Trustee to continue servicing the community in this manner at one or more branch locations. Please note the resources available along with any restrictions or limitations.

#### **SECTION XIV: PROPOSAL FOR ADDITIONAL SERVICES**

(The following information should be provided as [Attachment A](#).)

The County would like the bidding Banks to offer any additional services or make recommendations it feels would enhance the cash management capabilities of the County. Bidding Banks should feel free to make suggestions or provide additional information not requested in this proposal.

Additional services should be marked as [Attachment A](#). These services should also be included in the “2006Performa” table on the attached diskette/file as described in Section X “Pricing”.

**SECTION XV:**

**CERTIFICATION OF BID**

(The following information should be provided as **Attachment B.**)

We have read the attached RFP and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the proposal requirements.

We further verify that all questions have been answered as truthfully as possible in the format specified. In addition, all attachments are complete and included.

The following is the name, address, telephone number, email address and FAX number of the appropriate contact person:

Name and title of contact person

Address

Telephone Number

FAX Number

Email Address

Submitted by:

---

Authorized signature

Name and Title

Telephone Number

Fax Number

Email Address

Date

## SECTION XVI. CONTRACT REQUIREMENTS

The successful Propose will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### A. General Requirements

1. Control. All services by the Consultant will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Consultant's Personnel. The Consultant certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Consultant. The Consultant further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Consultant, or any of the Consultant's employees or agents, are the agents, representatives, or employees of the County. The Consultant will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Consultant as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Consultant is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Consultant that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that Consultant has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by Consultant for services performed shall be on the Consultant's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Consultant or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to,



governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

- (ii) Consultant has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) Consultant has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Consultant assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Consultant for Consultant's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, Consultant shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Consultant prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

**(e) Notwithstanding the above, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Consultant and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from Consultant is determined.**

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Consultant from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Consultant's obligations to its transferors or subconsultants. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Consultant covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Consultant warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subconsultant

or consultant to the Consultant in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Consultant will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Consultant shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Consultant is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Consultant agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Consultant hereby agrees, warrants, and assures that no person

shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Consultant shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this

Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Consultant shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto, including ancillary agreements for miscellaneous bank services, and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Small And Minority Firms And Women's Business Enterprise. The Consultant shall take affirmative action to assure that Small and Minority Businesses are utilized when possible as sources of supplies, equipment, construction and services and will in addition take similar appropriate affirmative action in support of Women's Business Enterprises.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by Consultant, Consultant understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Consultant represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Consultant has been duly authorized by all requisite action and will not violate any provision of law, any order of

any court or other agency of government, the organizational documents of Consultant, any provision of any indenture, agreement or other instrument to which Consultant is a party, or by which Consultant's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Consultant warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and Consultant shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Consultant under this Contract, regardless of whether they are proprietary to the Consultant or to any third parties.

26. Consultant Responsibilities.

## **B. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. Responsibilities For Claims And Liabilities. (a) Consultant shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Consultant its subconsultants, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Consultant expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to Consultant or its subconsultants in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Consultant as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against Consultant as a result of or relating to obligations under this Contract.

(e) Consultant shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against Consultant or its subconsultants regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Consultant may be asked to provide evidence of the following insurance coverage:

- (a) Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$1,000,000.00 annual aggregate for this contract, coverage written on claims-made policy form. Insurer to be rated A or better by A. M. Best & Co.
- (b) Commercial General Liability - Minimum limit of \$500,000.00 per occurrence single limit for bodily injury and property damage.
- (c) Worker's Compensation – Consultant will provide Worker's Compensation Coverage for all its eligible employees in accordance with the laws of the State of Tennessee.
- (d) Automobile liability - Minimum limit of \$50,000.00 per occurrence on all owned, hired and non-owned autos. Shelby County to be named additional insured.

Shelby County shall be named as additional insured. All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

### **C. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder Consultant agrees to permit duly authorized agents and employees of the County, to enter Consultant's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Consultant will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **SECTION XVII. PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received by no later than 4:00 pm on Thursday, June 15, 2006, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### **B. PROPOSAL PRESENTATION**

1. An original and five (5) copies of the written proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"BANKING SERVICES, RFP #06-001-35."**
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

### **C. PROPOSAL FORMAT**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Cover Page – Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:

- a. A statement that the proposal is being submitted in response to the **Request for Proposal – Banking Services, RFP #06-001-35.**
- b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with the County on behalf of the organization/firm.
- c. A statement certifying that:
  - (i) The Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
  - (ii) All declarations in the proposal and attachments are true to the best of reasonable knowledge;
  - (iii) All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
  - (iv) The offer made in the proposal is firm and binding for 180 days after receipt of the proposal by the County; and
  - (v) All aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

2. Company Information and Experience

The following information must be submitted as a part of the proposal in Section XII: "ORGANIZATION & EXPERIENCE":

- a. Demonstrated experience as a providing of banking services.
- b. Names of specific individuals who would be committed to this project and



document their experience or similar projects. This should include both prime consultant and sub-consultant staff.

- c. Describe at least three (3) instances in which the bank has demonstrated its ability to service an account relationship similar to that of Shelby County in size and complexity. Include the type of industry, the services provided, the length of the service.
- d. A commitment to assist the County with the conversion schedule (if necessary) based on the information provided in the RFP as described in of Section XIII.A.: “Conversion”.
- e. Submit your proposed cost for banking services as outlined in this RFP.
- f. Provide information in Section VIII for “GENERAL BANKING SERVICES” regarding any proprietary software you will use to complete the Project.
- g. Any additional information about your firm that you consider relevant for consideration by Shelby County Government.

## **SECTION XVIII. PROPOSAL EVALUATION AND SELECTION**

### **A. EVALUATION PROCESS**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP. The County reserves the right to request any organization submitting a bid to clarify its proposal or to supply additional material deemed necessary to assist in the selection of a bank, and to modify or alter any or all of the requirements herein. In the event that bid guidelines change materially, all respondents who submit a bid will be given an opportunity to modify their bid in the specific areas that are impacted.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Presentations- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Each proposal may be reviewed by the Shelby County Trustee and the Shelby County Trustee may elect to schedule a presentation and interview with one or more of the bidders. After the review process is completed, this committee along with the Banking Director will recommend the successful bidder to the Board of Commissioners with a contract award subject to the approval of the Mayor and the Board of County Commissioners.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Ability of the Proposer to meet the Minimum Requirements in Section II.
    - ii. Ability of the Proposer to meet all the Requirements of the RFP.
    - iii. Financial condition of the bank based on financial statements for the last three (3) years.
    - iv. Quality of previous service to other public entities and/or private sector clients.
    - v. Quality and conciseness of bids.
    - vi. Information gathered from presentations (if requested) as described in Section X.A.2.a.
    - vii. Proposed fees and compensation.

**B. SELECTION**

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP. Specifically, a recommendation will be based on the “bank making the highest and best bid to pay interest/earnings on daily balances of the county’s funds, considering the lowest service charges, and considering other factors such as safety and liquidity” (TCA 5-8-201).

**C. CONTRACT AWARD**

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposer’s fees and scope of work or utilize their own resources for such work. If a contract is not finalized within sixty (60) days, the County may open negotiations with other financial institutions.

**ATTACHMENT A**  
**PROPOSAL FOR ADDITIONAL SERVICES**

**ATTACHMENT B**  
**CERTIFICATION OF BID**

**ATTACHMENT C**  
**ADDITIONAL PRICING REQUIREMENTS**

Please detail any additional pricing requirements that have not been previously addressed. Items listed below are detailed in the proposal and may need special consideration:

## **ATTACHMENT D**

### **EARNINGS CREDIT RATE & OVERNIGHT INVESTMENT RATE**

1. The **Earnings Credit Rate** used to calculate monthly compensating balance requirements will be calculated as follows: (minimum required is the 90 day T bill "asked yield" as quoted in the Wall Street Journal on the last business day of each month):
2. The **Overnight Rate** on collected funds will be calculated on the:

## **ATTACHMENT E**

### **ADMISSION REQUIREMENTS FOR STATE COLLATERAL POOL**

In March of 1990, legislation was passed authorizing the creation of a Collateral Pool (Tennessee Code Annotated, Title 9, Chapter 4, part 5) to be administered by Collateral Pool Board. This legislation empowered the Collateral Pool Board to establish admission criteria for determining pool participation. The Collateral Pool Board is comprised of seven members including four representatives from the banking industry, one local government representative, the Commissioner of Financial Institutions, and the State Treasurer. The following criteria for admission to the Collateral Pool has been established:

The bank must have a rating equal to or greater than fifteen (15) as determined from the most recent quarterly report published by Sheshunoff Information Services, Inc. (bank president's national peer group weighted rating) prior to application. However, the Board may admit an applicant with a rating of less than fifteen (15) if it is determined that the applicant is otherwise financially sound.

In addition, the applicant must exceed the benchmark levels of three (3) out of four (4) of the following financial ratios:

1. Primary capital to Total Assets ratio equal to or greater than five and one-half percent (5.5%)
2. Total Capital to Total Assets ratio equal to or greater than six percent (6%).
3. Regulatory (Tier 1) Capital that meets the minimum established in the applicable Federal Regulations, notwithstanding that the applicable regulator may have established a higher level for a particular applicant.
4. Regulatory (Tier 2) Capital that meets the minimum established in the applicable Federal Regulations, notwithstanding that the applicable regulator may have established a higher level for a particular application

A Summary of Benchmarks is provided on page 12 of the Collateral Pool Operations Manual and can be accessed by using the following hyperlink:

<https://www.treasury.state.tn.us/bank/section2.pdf>



## ATTACHMENT F

### AVERAGE BANK BALANCES (Collected Balances July 2004 – June 2005)

<u>ACCOUNT NAME</u>	<u>AVERAGE BALANCE</u>
Shelby County Pooled Balances	\$8,300,655
<b>Pool Balances include but are not limited to the following:</b>	
Bob Patterson, County Trustee Concentration Account	\$ 6,548,856
Bob Patterson, County Trustee Commission Account	\$ 1,000
Bob Patterson, County Trustee Unclaimed Shares Account	\$ 18,392
Department of Children's Services	\$ 79,706
Shelby County Board Of Education Payroll Account	\$ 334,401
Shelby County Division of Corrections Inmate Trust Account	\$ 272,284
Shelby County Government Payroll Account	\$ 499,892
Shelby County Government Payroll -- Election Commission Account	\$ 16,024
Shelby County Government Payroll -- Jury	\$ 37,382
Shelby County Government CSA Emergency Programs	\$ 359,549

## ATTACHMENT G

### Shelby County Trustee Positive Pay Summary July 2004 to June 2005

	<u>Item Count</u>	<u>Total Amount</u>
Circuit Court	11806	\$20,513,333.18
County Schools	13521	\$141,499,198.11
County Schools P/R	40304	\$27,241,544.09 *DDA
County Clerk	4252	\$111,872,998.65
Criminal Court	984	\$7,923,507.08
General Sessions -Civil	7467	\$16,733,875.70
General Sessions- Criminal	1396	\$10,490,452.72
Jury P/R	14294	\$425,743.91 *DDA
Law Library	257	\$351,221.76
Shelby County General Fund	21396	\$233,857,297.11
Probate Court Clerk	638	\$4,023,082.18
Register	69	\$36,977,843.17
Trustee	5040	\$39,657,432.16
Shelby County P/R	22713	\$24,795,925.33 *DDA
Wheel Tax	6879	\$320,739.00 *DDA
Forensic Fund	60	\$33,493.58
Chancery Court	4551	\$11,929,114.84
Juvenile	1949	\$2,395,463.67
Sheriff	735	\$1,306,854.44
District Attorney	16	\$9,102.09
Uptown Redevelopment	1	\$1,481,295.40
<b>Total</b>	158328	\$693,839,518.17

**ATTACHMENT H**  
**BANK CONVERSION GUIDE**  
(Initial Conversion of ZBA & CDA accounts)

Department	Account Name	Acct Type	Sub Acct	Deposit		Deposit Checks Needed	Check Type	Part Checks	1, 2, 3		Check Vendor
				Tickets Needed	Stamps Needed				Annual Usage		
<b>District Attorney General Forensic Laboratory Law Library Shelby County Board of Education</b>	Relocation Fund	CDA	n/a	n/a	n/a	Yes	3-to-page	1	17		Bank Vendor
	Forensic Laboratory	CDA	n/a	n/a	n/a	Yes	3-to-page	1	52		Bank Vendor
	Law Library	CDA	n/a	n/a	n/a	Yes	3-to-page	1	226		Bank Vendor
	Shelby County Board of Education	ZBA	No	Yes	Yes	n/a	n/a	n/a	n/a		n/a
	Shelby County Board of Education (payroll)	DDA	No	Yes	Yes	Yes	Infoseal	1	25,000		McCormick
	General Fund	CDA	n/a	n/a	n/a	Yes	Laser	2	9,082		Safechecks
	Federal Fund	CDA	n/a	n/a	n/a	Yes	Laser	2	3,428		Safechecks
	CIP Fund	CDA	n/a	n/a	n/a	Yes	Laser	2	895		Safechecks
	Health	CDA	n/a	n/a	n/a	Yes	3-to-page	1	31		Bank Vendor
	Insurance	CDA	n/a	n/a	n/a	Yes	3-to-page	1	13		Bank Vendor
<b>Shelby County Government – Finance</b>	Shelby County Government	ZBA	No	Yes	Yes	n/a	n/a	n/a	n/a		n/a
	Shelby County Government (payroll)	DDA	No	Yes	Yes	No	Laser	1	15,624		County Vendor
	General Fund	CDA	n/a	n/a	n/a	No	Laser	1	20,951		County Vendor
	CIP	CDA	n/a	n/a	n/a	No	Laser	1	400		County Vendor
<b>Shelby County Chancery Court Clerk</b>	Shelby County Chancery Court Clerk	ZBA	3	Yes	Yes	n/a	n/a	n/a	n/a		n/a
	Operating Account	CDA	n/a	n/a	n/a	Yes	3-to-page	1	1,105		Bank Vendor
	Alimony & Child Support	CDA	n/a	n/a	n/a	Yes	Continuous	2	2,806 (both types)		McCormick
	Alimony & Child Support Fund Account	CDA	n/a	n/a	n/a	Yes	3-to-page	1	529		Bank Vendor
<b>Shelby County Circuit Court Clerk</b>	Shelby County Circuit Court Clerk	ZBA	2	Yes	Yes	n/a	n/a	n/a	n/a		n/a
	Wage Assignment	CDA	n/a	n/a	n/a	Yes	Continuous	1	8,429		McCormick
	Banner	CDA	n/a	n/a	n/a	Yes	Laser	1	3,123		Safechecks
<b>Shelby County Clerk</b>	Shelby County Clerk	ZBA	No	Yes	Yes	n/a	n/a	n/a	n/a		n/a
	Shelby County Clerk	CDA	n/a	n/a	n/a	Yes	3-to-page	1	4,181 (both types)		Bank Vendor
	Shelby County Clerk						& Voucher	2			Bank Vendor
<b>Shelby County Criminal Court Clerk</b>	Shelby County Criminal Court Clerk	ZBA	4	Yes	Yes	n/a	n/a	n/a	n/a		n/a
	Clerk Acct	CDA	n/a	n/a	n/a	Yes	3-to-page	1	711		Bank Vendor
	Appearance Bond Acct	CDA	n/a	n/a	n/a	Yes	3-to-page	2	235		Bank Vendor
	D.N.P. Acct	CDA	n/a	n/a	n/a	Yes	3-to-page	3	38		Bank Vendor
	Escrow Acct	CDA	n/a	n/a	n/a	Yes	3-to-page	4	0		Bank Vendor
<b>Gen Sessions -- Civil Division</b>	Shelby Co Gen Sessions -- Civil Division	ZBA	No	Yes	Yes	n/a	n/a	n/a	n/a		n/a
	Shelby Co Gen Sessions -- Civil Division	CDA	n/a	n/a	n/a	Yes	Laser	1	7,518		Safechecks
<b>Gen Sessions -- Criminal Division</b>	Shelby Co Gen Sessions -- Criminal Division	ZBA	No	Yes	Yes	n/a	n/a	n/a	n/a		n/a
	Shelby Co Gen Sessions -- Criminal Division	CDA	n/a	n/a	n/a	Yes	3-to-page	1	1,414		Bank Vendor

<b>Shelby County Juvenile Court Clerk</b>	Shelby County Juvenile Court										
	Clerk of Court	ZBA	2	Yes	Yes	n/a	n/a	n/a	n/a	n/a	
	Operating Acct	CDA	n/a	n/a	n/a	Yes	3-to-page	1	589	Bank Vendor	
<b>Shelby County Probate Clerk</b>	General Welfare	CDA	n/a	n/a	n/a	Yes	3-to-page	1	1,356	Bank Vendor	
	Shelby County Probate Clerk	ZBA	2	Yes	Yes	n/a	n/a	n/a	n/a	n/a	
	Cost Account	CDA	n/a	n/a	n/a	Yes	3-to-page	1	423	Bank Vendor	
<b>Shelby County Register</b>	Fund Account	CDA	n/a	n/a	n/a	Yes	3-to-page	1	209	Bank Vendor	
	Shelby County Register	ZBA	No	Yes	Yes	n/a	n/a	n/a	n/a	n/a	
	Shelby County Register	CDA	n/a	n/a	n/a	Yes	3-to-page	1	54	Bank Vendor	
<b>Shelby County Sheriff</b>	Shelby County Register - Computer Account	CDA	n/a	n/a	n/a	Yes	3-to-page	1	9	Bank Vendor	
	Shelby County Sheriff	ZBA	No	Yes	Yes	n/a	n/a	n/a	n/a	n/a	
	Alert Program	CDA	n/a	n/a	n/a	Yes	3-to-page	1	3	Bank Vendor	
<b>Shelby County Trustee</b>	Escrow Acct	CDA	n/a	n/a	n/a	Yes	3-to-page	1	31	Bank Vendor	
	Explorer Acct	CDA	n/a	n/a	n/a	Yes	3-to-page	1	1	Bank Vendor	
	Emergency Services	CDA	n/a	n/a	n/a	Yes	3-to-page	1	1	Bank Vendor	
	State Narcotics Acct	CDA	n/a	n/a	n/a	Yes	Voucher	3	6	Bank Vendor	
	Federal Narcotics Acct	CDA	n/a	n/a	n/a	Yes	Voucher	3	10	Bank Vendor	
	Metro D.W.I. Unit	CDA	n/a	n/a	n/a	Yes	Voucher	3	65	Bank Vendor	
	Petty Cash Acct	CDA	n/a	n/a	n/a	Yes	Voucher	3	633	Bank Vendor	
	Reserve Officers Fund Acct	CDA	n/a	n/a	n/a	Yes	3-to-page	1	11	Bank Vendor	
	Traffic Enforcement Acct	CDA	n/a	n/a	n/a	Yes	Voucher	3	1	Bank Vendor	
	Shelby County Trustee	Master	No	Yes	Yes	n/a	n/a	n/a	n/a	n/a	
<b>Uptown Redevelopment</b>	Shelby County Trustee	CDA	n/a	n/a	n/a	Yes	Continuous	3	5,037	McCormick	
	Uptown Redevelopment	CDA	n/a	n/a	n/a	Yes	3-to-page	1	1	Bank Vendor	

<b>Shelby County Government</b>								
<b>Pricing Proforma</b>								
<b>RFP 06-001-35</b>								
TO OBTAIN THIS DOCUMENT IN XLS FORM, PLEASE E-MAIL								
<a href="mailto:PHYLLIS.SHRADER@SHELBYCOUNTYTN.GOV">PHYLLIS.SHRADER@SHELBYCOUNTYTN.GOV</a>								
	(Average)							
	Monthly		Per Unit	Monthly	Compensating	Standard		Discount
<b>Core Services</b>	<b>Volume</b>	<b>Unit</b>	<b>Cost</b>	<b>Estimate</b>	<b>Balance</b>	<b>Pricing</b>	<b>Difference</b>	<b>%</b>
ACH Blocking Maintenance	2	Account						
ACH Credits (incoming)	800	Item						
ACH Debits (incoming)	525	Item						
ACH Originated Credits	18,000	Item						
ACH Originated Debits	8,000	Item						
ACH Deposits		Deposit						
ACH File Transmission Fee -- File Fee	100	File						
ACH File Transmission Fee -- Flat Fee		Flat Fee						
ACH Maintenance	4	Account						
ACH Notification of Correction	50	Item						
ACH Reversals	1	Transaction						
ACH Return Items (NSF, No Acct, etc.)	80	Item						
Analysis Maintenance	71	Account						
CD ROM Disk	9	Disk						
CD ROM Item	8,900	Item						
Chargeback Processing -- paper	250	Item						
Chargeback Re-processing -- paper	90	Item						
Checks Paid	2,200	Item						
Checks Paid (Controlled Disbursement Items Paid)	11,000	Item						
Coin Order	140	Roll						
Courier (for Warrant Delivery)	20	Days						
Credit Transfers	250	Transfer						
Currency Order	150	Bundles/Straps						
Currency Deposit Volume / Teller Time	3,000,000	Per \$1000						
Controlled Disbursement (CDA) Items	11,000	Item						
Controlled Disbursement (CDA) Maintenance	44	Account						
Custodial Services -- Pledges for Settlements	10	Securities						
Custodial Services -- Releases for Maturities	10	Securities						
Custodial Services -- Maintaining Security Portfolio		Security						
Custodial Services -- Reporting Software		Monthly Fee						
Custodial Services -- Statements		Statement						
Custodial Services -- Transaction (For Maturities, does Transaction include both P & I ?)		Transaction						
Custodial Services -- Other		Specify						
DDA Account Maintenance	15	Account						
Debit Transfers	240	Transfer						
Deposits	1,350	Deposit						
Deposit Corrections -- Paper		Correction						
Deposit Items -- Paper -- Government	2,000	Item						
Deposit Items -- Paper -- Local / City	32,000	Item						
Deposit Items -- Paper -- On Us	8,200	Item						
Deposit Items -- Paper -- Other Fed	35,000	Item						
Deposit Items -- Paper -- RCPC	7,400	Item						
Deposits -- Paper -- Branch		Deposit						
Deposits -- Paper -- Central Vault		Deposit						
Digital Imaging Software (view Images on CD)								
Early Withdrawal Penalty on CD < 1 year (for Court CDs)		CD						
Early Withdrawal Penalty on CD = or > 1 year (for Court CDs)		CD						
Encoded Item Credit		Item						
FDIC Insurance Charge								
Federal Reserve Shadow File (containing Controlled Disbursement Items)	20	Daily File						
Federal Reserve Shadow File (CDA Items)		Item						
Information Reporting -- Bank Software to be accessed by multiple county offices		Monthly Fee						
Intra-bank Credits via online banking software		Item						
Intra-bank Debits via online banking software		Item						
Negative Balance Charge		Rate						
Positive Pay & Reverse Positive Pay Exception Processing		Item						
Research Fee -- Request		Request						
Research Fee -- Item		Item						
Supplies (Allowance)		Specify time period						
Stop Payments -- Electronic	30	Item						
Stop Payments -- Phone	25	Item						
Wires -- Verifications (if necessary)		Verification						
Wires -- Incoming (Domestic)	30	Wire						
Wires-- Electronic -- Outgoing (Domestic)	125	Wire						
Wires -- Manual --Outgoing (Domestic)	4	Wire						
ZBA Master Account Maintenance	1	Account						
ZBA Account Maintenance	12	Account						
ZBA Account Maintenance for Sub Accounts	13	Sub Account						
* There are 12 ZBA accts; 5 ZBA accts have sub accounts								
ZBA Account Reconciliation	12	Account						
Other Core Services:								
<b>Specialized Services:</b>								
Analysis in an Electronic File (Excel spreadsheet)								
Deposits -- Image Exchange		Deposit						
Deposit Items -- Image Exchange -- Government		Item						
Deposit Items -- ImageExchange -- Local / City		Item						
Deposit Items -- Image Exchange -- On Us		Item						
Deposit Items -- Image Exchange -- Other Fed		Item						
Deposit Items -- Image Exchange -- RCPC		Item						

Digital Imaging for Account (non-proprietary format on CD or file)		Account						
Digital Images on Transactions in Account (non-proprietary format on CD or file)		Transaction						
PayCard -- Card Issuance		Card						
PayCard -- Card Re-Issuance		Card						
Positive Pay Account Maintenance (provided by bank)	44	Account						
Positive Pay Transactions (provided by bank)	11,000	Item						
Setup Fees for establishing new bank services		Specify						
Treasury Workstation Pricing (detail below if necessary)		List Modules						
Other Specialized Services or Service Alternatives:								